

**MEETING OF THE  
MAYOR AND BOARD OF ALDERMAN OF THE  
CITY OF RIDGELAND, MISSISSIPPI  
November 1, 2016  
6:00 PM**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING**

October 18, 2016 Board Minutes

October 25, 2016 Special Meeting

**CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION**

October 17, 2016 Work Session

**1. CONSENT ITEMS**

- a) Approve Final Plat and Covenants for Bridgewater Part 8A subject to the condition that the Covenants cannot be amended without Mayor and Board of Aldermen approval until such time the Home Owners Association assumes the enforcement authority over the Covenants
- b) Approve CSpire Telecommunications Service Agreement
- c) Approve Budget Transfer of \$12,200.00 from 001-000-336 (Court Service Fees) to 001-100-687 (Jail Fees)
- d) Declare Forfeited Firearm Surplus Property
- e) Approve Memorandum of Understanding between City of Ridgeland Police Department and Federal Bureau of Investigation (Jackson Safe Streets Task Force)
- f) Approve Special Event Permit for UMC Mind Center
- g) Approve Special Event Permit for Southern AgCredit (1/2 Marathon)
- h) Award Pest Control Service Agreement to Reed Exterminating for FY2017
- i) Permission to Advertise for City Depository
- j) Budget Amendment Decreasing General Fund Balance \$69,147.00 and Increasing 001-201-720 (Capital Improvements Other) \$69,147.00 for Traffic Signal at Highland Colony Parkway and Old Agency Parkway

- k) Rejection of Bid for Highland Colony Parkway Rehabilitation (County Line Rd. to Business Park Drive) and Authorization to Readvertise
- l) Authorize Old Town Realty & Appraisal Services, Inc. to Prepare Appraisal Report of Current City Hall (304 Highway 51)

## 2. PAYMENT OF CLAIMS

- a) Payment of Claims #134308 thru 134529 Excluding Costco Related Charges In Claim #134476
- b) Payment of Costco Related Charges (\$2,820.00) In Claim #134476

## **ADJOURNMENT**

## **INFORMATION FOR MAYOR AND BOARD**

City Attorney Statement for Services thru October 21, 2016

**MEETING OF THE  
MAYOR AND BOARD OF ALDERMAN OF THE  
CITY OF RIDGELAND, MISSISSIPPI  
October 18, 2016  
6:00 PM**

The Mayor opened the October 18, 2016 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard (via telephone), Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Scott Jones. The meeting was opened with an invocation by Alderman Scott Jones followed by the pledge of allegiance.

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Next came the matter of accepting the Minutes of the October 3, 2016 Special Work Session, October 3, 2016 Regular Work Session and the October 4, 2 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

Next came the consideration of the items set out on the Consent Agenda. Alderman Brian Ramsey moved to approve the Consent Agenda:

- a) Cancel Cleaning of Property - 700 Lansdowne Lane - *Order Attached Hereto As Exhibit "1"*
- b) 709 McCormack Court- Cost Resolution - *Resolution Attached Hereto As Exhibit "2"*
- c) Approve Sale of Property to Madison County School District for Colony Park Boulevard - *Order Attached Hereto As Exhibit "3"*
- d) Approve Special Event Permit for Pediatric Brain Tumor Foundation - *Order Attached Hereto As Exhibit "4"*
- e) Approve Special Event Permit for Southern AgCredit - *Order Attached Hereto As Exhibit "5"*
- f) Approve PowerDMS as Sole Source Vendor - *Order Attached Hereto As Exhibit "6"*
- g) Approve FY2017 Organized Crime Drug Enforcement Task Force Overtime and Authorized Expense/Strategic Initiative Program - *Order Attached Hereto As Exhibit "7"*
- h) Approve Resolution supporting the submission of a Surface Transportation Block Grant Application to the Jackson Metropolitan Planning Organization for Highway 51 and School Street and pledging matching funds - *Resolution Attached Hereto As Exhibit "8"*
- i) Approve Revised Transportation Plan Update - *Order Attached Hereto As Exhibit "9"*
- j) Budget Amendment Decreasing General Fund Balance \$129,690 and Increasing Account 001-201-603 (Professional Services)for Beaver Creek Subdivision and Aspen Court Street Overlays (001-201-603) - *Resolution Attached Hereto As Exhibit "10"*
- k) Budget Amendment Decreasing Public Utilities Fund Balance \$10,361.00 and Increasing Account 400-650-603 (Professional Fees)for Harbor Pines Sewer Lift Station Pump Replacement - *Resolution Attached Hereto As Exhibit "11"*
- l) Budget Amendment Decreasing Public Utilities Fund Balance \$25,000.00 and Increasing Account 400-650-604 (Professional Fees Other) \$25,000.00 for Lincolnshire Sewer Manhole Replacement - *Resolution Attached Hereto As Exhibit "12"*
- m) Budget Amendment Decreasing General Fund Balance \$10,516.80 and Increasing Account 001-201-730 (Capital Machinery & Equipment) for Big Belly Stations - *Resolution Attached Hereto As Exhibit "13"*
- n) Approve MDOT Replacement Memorandum of Understanding for Lake Harbour Drive Extension - *Order Attached Hereto As Exhibit "14"*
- o) Approve Recommendation of Award for Highland Colony Parkway Rehabilitation Contingent Upon Approval by MDOT and Budget Amendment Decreasing General Fund Balance \$114,758.00 and Increasing Account 388-601-750 \$114,758.00 - *Resolution Attached Hereto As Exhibit "15"*
- p) Approve Burns Cooley Dennis Geotechnical Proposal for Lake Harbour Extension Contingent Upon Approval by CN Railroad - *Order Attached Hereto As Exhibit "16"*

- q) Approve Laird & Smithers Proposal for Structural Survey and Condition Assessment of the Existing Canadian National Box Culvert for Lake Harbour Drive Extension Contingent Upon Approval by CN Railroad - *Order Attached Hereto As Exhibit "17"*
- r) Approve Rental Agreement with Pitney Bowes for Postage Machine - *Order Attached Hereto As Exhibit "18"*
- s) Receive Privilege License Report for September 2016 - *Order Attached Hereto As Exhibit "19"*

The motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey, Alderman D.I. Smith

Nay(s):

Abstention(s):

The Mayor then declared the Motion carried.

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Next came the consideration of the payment of claim. Alderman Chuck Gautier moved to approve the payment of claims #133998 thru 13437 and the October 14, 2016 Payroll. The Motion was seconded by Alderman D.I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey, Alderman D.I. Smith

Nay(s):

Abstention(s):

The Mayor then declared the Motion carried.

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## PUBLIC HEARING

Next came the public hearing to regarding the proposed Amended and Restated Redevelopment Plan. The Mayor opened the public hearing and the City Clerk adjudicated that proper and timely notice was advertised by state law. A copy of the notice is attached hereto as Exhibit "A". Chris Gouris then made a presentation of the Amended and Restated Redevelopment Plan. The Mayor asked the audience if there was anyone present that would like to speak that did not sign the list and there was no response; a copy of the list is attached hereto as Exhibit "B". The Mayor asked Linda Davis if she would like to speak and she declined. The Mayor then closed the public hearing.

Next came the consideration to Resolution Approving Amended and Restated Redevelopment Plan. Alderman Kevin Holder moved to approve. The Motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey

Nay(s): Alderman Ken Heard, Alderman D.I. Smith

Abstention(s):

The Mayor then declared the Motion carried. A copy of the Resolution is attached hereto as Exhibit "B1".



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**(Alderman Chuck Gautier left the room and recused himself to avoid a conflict of interest in the following items.)**

Next came the consideration of a Special Event Permit for Fleet Feet Sports. Alderman Scott Jones moved to approve. The Motion was seconded by Alderman D.I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey, Alderman D.I. Smith  
Nay(s):  
Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried. A copy of the Special Event Permit is attached hereto as Exhibit "B2".

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**PUBLIC HEARING**

Next came the public hearing regarding Amended and Restated TIF Plan (Colony Park Phase II). The Mayor opened the public hearing and the City Clerk adjudicated that proper and timely notice was advertised by state law. A copy of the notice is attached hereto as Exhibit "C". Chris Gouris made a presentation supporting the Amended and Restated TIF Plan (Colony Park Phase II). The Mayor asked the audience if there was anyone present that would like to speak that did not sign the list and there was no response; a copy of the list is attached hereto as Exhibit "D1". Linda Davis and Karen Bush declined to speak and David Bowling spoke in opposition. The Mayor then closed the public hearing.

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Resolution Approving Amended and Restated TIF Plan (Colony Park Phase II). Alderman Scott Jones moved to approve. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey, Alderman D.I. Smith  
Nay(s): Alderman Ken Heard  
Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried. A copy of the Resolution is attached hereto as Exhibit "D2".

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Next came the Resolution Approving Security and Reimbursement Agreement - Renaissance Phase II and City of Ridgeland. Alderman Kevin Holder moved to approve. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey, Alderman D.I. Smith  
Nay(s): Alderman Ken Heard  
Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried. A copy of the Resolution is attached hereto as Exhibit "D3".

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**Alderman Chuck Gautier rejoined the meeting.**

Next came the Resolution Approving Agreement for Contribution in Aid of Construction. Mark David made a presentation supporting the Agreement for Contribution in Aid of Construction. Alderman Scott Jones moved to approve contingent on the approval of the Renaissance Phase III Tax Increment Financing P. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey, Alderman D.I. Smith  
Nay(s): Alderman Ken Heard  
Abstention(s):

The Mayor then declared the Motion carried. A copy of the Resolution is attached hereto as Exhibit "D3"

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**PUBLIC HEARING**

Next came the public hearing regarding the Renaissance Phase III Tax Increment Financing Plan. The Mayor opened the public hearing and the City Clerk adjudicated that proper and timely notice was advertised by state law. A copy of the notice is attached hereto as Exhibit "E". Chris Gouris made a presentation supporting the Renaissance Phase III Tax Increment Financing Plan. The Mayor asked the audience if there was anyone present that would like to speak that did not sign the list and there was no response; a copy of the list is attached hereto as Exhibit "F". Deloris Holman, Karen Bush, Gerald Beard, David Bowling, Nancy Batson, Judy Rice, Linda Davis, John Clark, and Steve Malony all spoke in opposition. The Mayor then closed the public hearing.

Next came the consideration of the Resolution Approving TIF Plan (Renaissance Phase III). Alderman Scott Jones moved to approve. The Motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Scott Jones  
Nay(s): Alderman Ken Heard, Alderman Brian Ramsey, Alderman D.I. Smith  
Abstention(s):

The Mayor then declared the Motion carried. A copy of the Resolution is attached hereto as Exhibit "F1".

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Next came the Resolution Approving Security and Reimbursement Agreement - Renaissance Phase III and City of Ridgeland. Alderman Scott Jones moved to approve. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Scott Jones  
Nay(s): Alderman Ken Heard, Alderman Brian Ramsey, Alderman D.I. Smith  
Abstention(s):

The Mayor then declared the Motion carried. A copy of the Resolution is attached hereto as Exhibit "F2".

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**PUBLIC HEARING**

Next came the public hearing to Amend the 2014 City of Ridgeland Official Zoning Ordinance. The Mayor opened the public hearing and the City Clerk adjudicated that proper and timely notice was advertised by state law. A copy of the notice is attached hereto as Exhibit "G". Alan Hart, Community Development Director, made a presentation explaining the revisions and presented the proposed revised Ordinance, which is attached hereto as Exhibit "H", and the Conciliation Agreement between the City of Ridgeland and the Department of Housing & Urban Development, which is attached hereto as Exhibit "I". Robert Ireland spoke in opposition and presented Exhibit "J" (Letter from 13 Apartment Complexes and MS Apartment Association), Exhibit "K" (HUD Complaint), Exhibit "L" (2001 Ordinance), Exhibit "M" (2014 Ordinance), Exhibit "N" (Zoning Maps), Exhibit "O" (Existing Future Land Use Map), Exhibit "P" (City-Proposed Amendments Available to Public), Exhibit "Q" (Representative Board Decision Denying Class A Petition), Exhibit "R" (Article with City's Press Release Regarding Conciliation Agreement), Exhibit "S" (Collective Exhibit Relating to LL Building Permit Decision), Exhibit "T" (Materials Related to Decisions to Allow Rebuilding of Fire-Damaged Building at Ridgeland Ranch), Exhibit "U" (Mid-America Proposal Addressing Problematic Ordinance Provisions) and Exhibit "V" (Transcript of Hearing). Keith Foreman, Lawrence Coco, Michael Corey, and Sheldon Alston joined the arguments and exhibits, except Exhibit "U", submitted by Robert Ireland. Kelly Simpkins then made a presentation supporting the proposed Ordinance. The Mayor, at the request of Kelly Simpkins, asked the audience if anyone was present that lives in any of the fifteen (15) apartments and there was no response. Alan Hart made closing statements supporting the Ordinance. The Mayor asked the audience if there was anyone present that would like to speak that did not sign the list and there was no response; a copy of the list is attached hereto as Exhibit "W". The Mayor then closed the public hearing.

Next came the consideration of the Ordinance Amending City of Ridgeland 2014 Official Zoning Ordinance. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Wes Hamlin and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman Brian Ramsey, Alderman D.I. Smith  
Nay(s):  
Abstention(s):

The Mayor then declared the Motion carried. A copy of the Ordinance is attached hereto as Exhibit "X".

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There being no further business before the Mayor and Board of Aldermen, the Mayor adjourned the meeting at 8:45 pm.

**WITNESS MY SIGNATURE**, this the 20<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
GENE F. MCGEE, MAYOR

ATTEST:

\_\_\_\_\_  
PAULA TIERCE, CITY CLERK

**SPECIAL MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF RIDGELAND, MISSISSIPPI  
OCTOBER 25, 2016  
6:00 PM**

The Mayor opened the special meeting of October 25, 2016 meeting of the Mayor and Board of Aldermen with the invocation by Mayor McGee, followed by the pledge of allegiance. Present were Mayor Gene McGee, Alderman D. I. Smith, Aldermen Ken Heard (via telephone), Alderman Kevin Holder, Alderman Wes Hamlin, Alderman Chuck Gautier, Alderman Brian Ramsey, Alderman Scott Jones, City Attorney Jerry Mills, and City Clerk Paula Tierce.

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City Clerk, Paula Tierce, attested that the meeting was properly noticed and that all Aldermen were properly served with said notice. A copy of said Notice of Special Meeting is attached hereto as Exhibit “A”.

Kelly Simpkins notified the attorney for all interested parties in the matter.

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The Mayor then announced the need to go into Closed Session to discuss the need of going into Executive Session to discuss pending litigation. Alderman Chuck Gautier moved to go into Closed Session to discuss the need of going into Executive Session to discuss pending litigation. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

|                        |     |
|------------------------|-----|
| Alderman D. I. Smith   | Aye |
| Alderman Ken Heard     | Aye |
| Alderman Chuck Gautier | Aye |
| Alderman Kevin Holder  | Aye |
| Alderman Brian Ramsey  | Aye |
| Alderman Scott Jones   | Aye |
| Alderman Wes Hamlin    | Aye |

The Mayor then declared the Motion carried.

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**CLOSED SESSION**

Alderman Scott Jones moved to go into Executive Session to discuss pending litigation. The Motion was seconded by Alderman Wes Hamlin and a vote was taken thereon as follows:

|                        |     |
|------------------------|-----|
| Alderman D. I. Smith   | Aye |
| Alderman Ken Heard     | Aye |
| Alderman Chuck Gautier | Aye |
| Alderman Kevin Holder  | Aye |
| Alderman Brian Ramsey  | Aye |
| Alderman Scott Jones   | Aye |
| Alderman Wes Hamlin    | Aye |

The Mayor then declared the Motion carried.

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The Mayor reopened the meeting and announced that the Board of Aldermen was going into Executive Session to discuss pending litigation.

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**EXECUTIVE SESSION**

Alderman Brian Ramsey moved to leave Executive Session. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

|                        |     |     |
|------------------------|-----|-----|
| Alderman D. I. Smith   | Aye |     |
| Alderman Ken Heard     |     | Aye |
| Alderman Chuck Gautier |     | Aye |
| Alderman Kevin Holder  |     | Aye |
| Alderman Brian Ramsey  |     | Aye |
| Alderman Scott Jones   |     | Aye |
| Alderman Wes Hamlin    |     | Aye |

The Mayor then declared the Motion carried.

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The Mayor reopened the meeting and announced that no action was taken by the Board of Aldermen during the Executive Session.

(No interested parties were present in the audience.)

Next came the consideration of an Order Finding As Moot and Dismissing Jackson Residential Associates One, LLC’S Petition And Application For Designated Class A Nonconforming Status For Van Mark Apartment. Alderman Wes Hamlin moved to approve the Order. The motion was seconded by Alderman Scott Jones and a vote was taken thereon as follows:

|                        |     |
|------------------------|-----|
| Alderman D. I. Smith   | Aye |
| Alderman Ken Heard     | Aye |
| Alderman Chuck Gautier | Aye |
| Alderman Kevin Holder  | Aye |
| Alderman Brian Ramsey  | Aye |
| Alderman Scott Jones   | Aye |
| Alderman Wes Hamlin    | Aye |

The Mayor then declared the Motion carried. A copy of the Order is attached hereto as Exhibit “B”.

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There being no further business before the Mayor and Board of Aldermen, the Mayor adjourned the meeting at 6:20 pm.

**WITNESS MY SIGNATURE**, this the 26<sup>th</sup> day of October, 2016.

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GENE F. MCGEE, MAYOR

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PAULA TIERCE, CITY CLERK

**SPECIAL MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF RIDGELAND, MISSISSIPPI  
OCTOBER 25, 2016  
6:00 PM**

The Mayor opened the special meeting of October 25, 2016 meeting of the Mayor and Board of Aldermen with the invocation by Mayor McGee, followed by the pledge of allegiance. Present were Mayor Gene McGee, Alderman D. I. Smith, Aldermen Ken Heard (via telephone), Alderman Kevin Holder, Alderman Wes Hamlin, Alderman Chuck Gautier, Alderman Brian Ramsey, Alderman Scott Jones, City Attorney Jerry Mills, and City Clerk Paula Tierce.

\*\*\*\*\*

City Clerk, Paula Tierce, attested that the meeting was properly noticed and that all Aldermen were properly served with said notice. A copy of said Notice of Special Meeting is attached hereto as Exhibit “A”.

Kelly Simpkins notified the attorneys for all interested parties in the matter.

\*\*\*\*\*

The Mayor then announced the need to go into Closed Session to discuss the need of going into Executive Session to discuss pending litigation. Alderman Chuck Gautier moved to go into Closed Session to discuss the need of going into Executive Session to discuss pending litigation. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

|                        |     |
|------------------------|-----|
| Alderman D. I. Smith   | Aye |
| Alderman Ken Heard     | Aye |
| Alderman Chuck Gautier | Aye |
| Alderman Kevin Holder  | Aye |
| Alderman Brian Ramsey  | Aye |
| Alderman Scott Jones   | Aye |
| Alderman Wes Hamlin    | Aye |

The Mayor then declared the Motion carried.

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**CLOSED SESSION**

Alderman Scott Jones moved to go into Executive Session to discuss pending litigation. The Motion was seconded by Alderman Wes Hamlin and a vote was taken thereon as follows:

|                        |     |
|------------------------|-----|
| Alderman D. I. Smith   | Aye |
| Alderman Ken Heard     | Aye |
| Alderman Chuck Gautier | Aye |
| Alderman Kevin Holder  | Aye |
| Alderman Brian Ramsey  | Aye |
| Alderman Scott Jones   | Aye |
| Alderman Wes Hamlin    | Aye |

The Mayor then declared the Motion carried.

\*\*\*\*\*

The Mayor reopened the meeting and announced that the Board of Aldermen was going into Executive Session to discuss pending litigation.

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**EXECUTIVE SESSION**

Alderman Brian Ramsey moved to leave Executive Session. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

|                        |     |
|------------------------|-----|
| Alderman D. I. Smith   | Aye |
| Alderman Ken Heard     | Aye |
| Alderman Chuck Gautier | Aye |
| Alderman Kevin Holder  | Aye |
| Alderman Brian Ramsey  | Aye |
| Alderman Scott Jones   | Aye |
| Alderman Wes Hamlin    | Aye |

The Mayor then declared the Motion carried.

\*\*\*\*\*

The Mayor reopened the meeting and announced that no action was taken by the Board of Aldermen during the Executive Session.

(No interested parties were present in the audience.)

Next came the consideration of an Order Finding As Moot and Dismissing Jackson Residential Associates One, LLC’S Petition And Application For Designated Class A Nonconforming Status For Van Mark Apartment. Alderman Wes Hamlin moved to approve the Order. The motion was seconded by Alderman Scott Jones and a vote was taken thereon as follows:

|                        |     |
|------------------------|-----|
| Alderman D. I. Smith   | Aye |
| Alderman Ken Heard     | Aye |
| Alderman Chuck Gautier | Aye |
| Alderman Kevin Holder  | Aye |
| Alderman Brian Ramsey  | Aye |
| Alderman Scott Jones   | Aye |
| Alderman Wes Hamlin    | Aye |

The Mayor then declared the Motion carried. A copy of the Order is attached hereto as Exhibit “B”.

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There being no further business before the Mayor and Board of Aldermen, the Mayor adjourned the meeting at 6:20 pm.

**WITNESS MY SIGNATURE**, this the 26<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
GENE F. MCGEE, MAYOR

\_\_\_\_\_  
PAULA TIERCE, CITY CLERK



**MINUTES OF THE WORK SESSION  
OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF RIDGELAND  
OCTOBER 17, 2016  
6:00 P.M.**

The Mayor opened the work session of October 17, 2016 of the Mayor and Board of Aldermen. Present were Mayor Gene McGee, Alderman D. I. Smith, Alderman Chuck Gautier, Alderman Scott Jones, Alderman Wes Hamlin, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman Ken Heard (via telephone), City Attorney Jerry Mills, and City Clerk Paula Tierce.

The Mayor presented the proposed agenda, attached hereto as Exhibit "A". Item "a" under Agenda Items was moved to the Consent Agenda with the request to cancel hearing. Each item was discussed with no action being taken by the Mayor & Board of Aldermen.

Mike McCollum, Public Works Director, provided the annual Water System update.

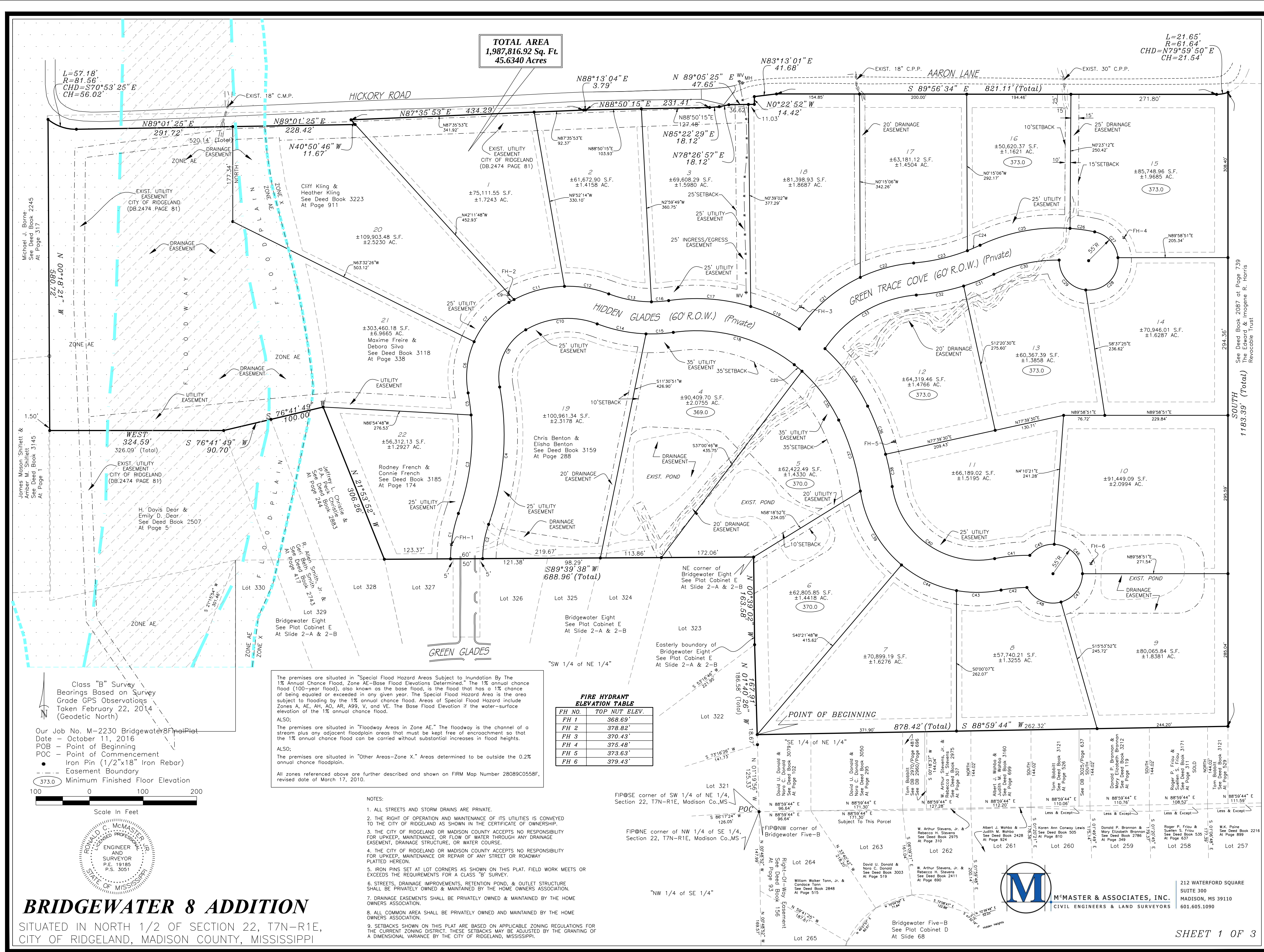
The meeting concluded at 6:40 p.m.

**WITNESS MY SIGNATURE**, this the \_\_\_\_\_ day of October, 2016.

\_\_\_\_\_  
Mayor Gene F. McGee

ATTEST:

\_\_\_\_\_  
Paula Tierce, City Clerk



TOTAL AREA  
1,987,816.92 Sq. Ft.  
45.6340 Acres

L=21.65'  
R=61.64'  
CHD=N79°59'50"E  
CH=21.54'

L=57.18'  
R=81.56'  
CHD=S70°53'25"E  
CH=56.02'

| FIRE HYDRANT ELEVATION TABLE |                   |
|------------------------------|-------------------|
| FH NO.                       | TOP OF HYD. ELEV. |
| FH 1                         | 368.69'           |
| FH 2                         | 378.82'           |
| FH 3                         | 370.43'           |
| FH 4                         | 375.48'           |
| FH 5                         | 373.63'           |
| FH 6                         | 379.43'           |

The premises are situated in "Special Flood Hazard Areas Subject to Inundation By the 1% Annual Chance Flood, Zone AE-Base Flood Elevations Determined". The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ALSO:

The premises are situated in "Floodway Areas in Zone AE." The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

ALSO:

The premises are situated in "Other Areas-Zone X." Areas determined to be outside the 0.2% annual chance floodplain.

All zones referenced above are further described and shown on FIRM Map Number 28089C0558F, revised date of March 17, 2010.

NOTES:

- ALL STREETS AND STORM DRAIN ARE PRIVATE.
- THE RIGHT OF OPERATION AND MAINTENANCE OF ITS UTILITIES IS CONVEYED TO THE CITY OF RIDGELAND AS SHOWN IN THE CERTIFICATE OF OWNERSHIP.
- THE CITY OF RIDGELAND OR MADISON COUNTY ACCEPTS NO RESPONSIBILITY FOR UPKEEP, MAINTENANCE, OR FLOW OF WATER THROUGH ANY DRAINAGE EASEMENT, DRAINAGE STRUCTURE, OR WATER COURSE.
- THE CITY OF RIDGELAND OR MADISON COUNTY ACCEPTS NO RESPONSIBILITY FOR UPKEEP, MAINTENANCE OR REPAIR OF ANY STREET OR ROADWAY PLATED HEREON.
- IRON PINS SET AT LOT CORNERS AS SHOWN ON THIS PLAT. FIELD WORK MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY.
- STREETS, DRAINAGE IMPROVEMENTS, RETENTION POND, & OUTLET STRUCTURE SHALL BE PRIVATELY OWNED & MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- DRAINAGE EASEMENTS SHALL BE PRIVATELY OWNED & MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- ALL COMMON AREA SHALL BE PRIVATELY OWNED & MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SETBACKS SHOWN ON THIS PLAT ARE BASED ON APPLICABLE ZONING REGULATIONS FOR THE CURRENT ZONING DISTRICT. THESE SETBACKS MAY BE ADJUSTED BY THE GRANTING OF A DIMENSIONAL VARIANCE BY THE CITY OF RIDGELAND, MISSISSIPPI.

BRIDGEWATER 8 ADDITION

SITUATED IN NORTH 1/2 OF SECTION 22, T7N-R1E,  
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI



BRIDGEWATER, 8 ADDITION

SITUATED IN NORTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST,  
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

CERTIFICATE OF COMPARISON  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

We, Ronny Lott, Chancery Clerk and Ronald C. McMaster, Jr., Professional Engineer and Surveyor, do hereby certify that we have carefully compared this plat of BRIDGEWATER 8 ADDITION with the original thereof, as made by Ronald C. McMaster, Jr., Professional Engineer and Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Ronald C. McMaster, Jr., P.E., P.S.

Ronny Lott, Chancery Clerk

By: \_\_\_\_\_ D.C.

FILING AND RECORDATION  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

I, Ronny Lott, Chancery Clerk in and for said County and State, do hereby certify that the final plat of BRIDGEWATER 8 ADDITION was filed for record in my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and was duly recorded in Plat Cabinet \_\_\_\_\_ of Side \_\_\_\_\_ of the records of maps and plats of land in Madison County, Mississippi.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_ D.C.

Ronny Lott, Chancery Clerk

CITY APPROVAL, CERTIFICATE  
STATE OF MISSISSIPPI  
CITY OF RIDGELAND  
COUNTY OF MADISON

I hereby certify that this is a true copy and that this plat was approved by the Mayor and Board of Aldermen in session on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

City Clerk Mayor  
City of Ridgeland City of Ridgeland

ENGINEER'S CERTIFICATE OF COMPLIANCE WITH  
SUBDIVISION REGULATIONS  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

I hereby certify that the monuments and markers shown hereon are in place on the ground and the plan and plat shown and described hereon are a true and correct representation of a survey to the accuracy designated in the Subdivision Regulations for the City of Ridgeland, Madison County, Mississippi.

WITNESS MY SIGNATURE on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Ronald C. McMaster, Jr., P.E., P.S.

CITY PLANNING AND ENGINEER'S APPROVAL  
STATE OF MISSISSIPPI  
CITY OF RIDGELAND  
COUNTY OF MADISON

We have examined this plat and find that it conforms to all conditions set forth on the preliminary plat as approved by the Mayor and Board of Aldermen and thus recommend final approval.

Public Works Director

Chairman  
City Planning and Zoning Board

ACKNOWLEDGMENT  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned officers in and for the jurisdiction aforesaid, the within named Tom Bobbitt, Manager of Green Glades, LLC, a Mississippi Liability Company, Rodney F. Triplett, Jr., Manager of 184 Limited Partnership, L.P. & Manager of Augusta 185, LLC, a Mississippi Liability Company, lot owners Chris Benton & Elisha Benton, Clifton L. Kling & Heather J. Kling, Maxime Friere & Debora Shivo, and Rodney French & Connie French, who acknowledged to me that they signed and delivered this plat and the certificates thereon as their act and deed, after being authorized so to do, and Ronald C. McMaster, Jr., Professional Engineer and Surveyor, who acknowledged to me that he signed and delivered this plat and the certificates thereon as his own act and deed, on the day and year herein mentioned.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_ D.C.

Ronny Lott, Chancery Clerk

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

I, Ronald C. McMaster, Jr., Professional Engineer and Surveyor, do hereby certify that at the request of the owners, have subdivided and plotted the following described land, as follows, to-wit:

A parcel or tract of land, containing 45.6340 acres, (1,987,816.92 Sq. Ft.), more or less, lying and being situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 22, T7N-R1E, Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of Lot 321 of Bridgewater Eight Subdivision, as referenced on map or plat of some in Plat Cabinet E at Slide 2-A of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi, said point also being and lying at the SE corner of the SW 1/4 of the NE 1/4 of said Section 22, T7N-R1E, Madison County, Mississippi, said point also lying at the NW corner of Bridgewater Five-B Subdivision, as referenced on map or plat of some in Plat Cabinet D at Slide 68 of the Records of said Madison County, Mississippi; run thence

Along the Easterly boundary of said Bridgewater Eight to points at each of the following calls;

North 01 degrees 19 minutes 56 seconds West for a distance of 125.33 feet; thence

North 01 degrees 40 minutes 26 seconds West for a distance of 18.67 feet to the POINT OF BEGINNING of the herein described property; thence

Continue North 01 degrees 40 minutes 26 seconds West for a distance of 167.91 feet; thence

North 00 degrees 39 minutes 02 seconds West for a distance of 163.58 feet to the NE corner of said Bridgewater Eight Subdivision; thence

South 89 degrees 39 minutes 38 seconds West along the Northerly boundary of said Bridgewater Eight for a distance of 688.96 feet to the NW corner of LOT 327, said point also being and lying at the SE corner of the Jeffrey L. Christie and P.J. Peck Christie property as described in Deed Book 2883 at Page 244 of the Records of the Office of the Chancery Clerk of said Madison County at Canton, Mississippi; run thence

North 21 degrees 53 minutes 52 seconds West along the Easterly boundary of said Christie property for a distance of 306.26 feet to the NE corner, thereof; thence

South 76 degrees 41 minutes 49 seconds West along the Northerly boundary of said Christie property for a distance of 100.00 feet to the NW corner, thereof, said point also being and lying at the NE corner of the R. Allen Smith, Jr. property as described in Deed Book 2743 at Page 417 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Continue South 76 degrees 41 minutes 49 seconds West along the Northerly boundary of said R. Allen Smith, Jr. property for a distance of 90.70 feet to the NW corner, thereof, said point also being and lying at the NE corner of the H. Davis Dear and Emily D. Dear property as described in Deed Book 2507 at Page 5 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

West along the Northerly boundary of said H. Davis Dear property for a distance of 324.59 feet to the Easterly boundary of the James Mason Shillett and Amber M. Shillett property as described in Deed Book 3145 at Page 1 of the Records of the Chancery Clerk of said Madison County, Mississippi; thence

Leaving the Northerly boundary of said R. Allen Smith, Jr. property, run North 00 degrees 18 minutes 21 seconds West along the Easterly boundary of said Shillett property and also the Easterly boundary of the Michael J. Borne property as described in Deed Book 2245 at Page 317 of the Records of the Office of the Chancery Clerk of said Madison County, Mississippi, for a distance of 580.72 feet to the Southerly boundary of a paved public road sometimes known as Hickory Road (also Aaron Lane); thence

Along said Southerly boundary of said public road to points at each of the following calls;

57.18 feet along the arc of a 81.56 foot radius curve to the left, said arc having a 56.02 foot chord which bears South 70 degrees 53 minutes 25 seconds East; thence

North 89 degrees 01 minutes 25 seconds East for a distance of 291.72 feet; thence

Continue North 89 degrees 01 minutes 25 seconds East for a distance of 228.42 feet; thence

North 40 degrees 50 minutes 46 seconds West for a distance of 11.67 feet; thence

North 87 degrees 35 minutes 53 seconds East for a distance of 434.29 feet; thence

North 88 degrees 13 minutes 04 seconds East for a distance of 3.79 feet; thence

North 88 degrees 50 minutes 15 seconds East for a distance of 231.41 feet; thence

North 85 degrees 22 minutes 29 seconds East for a distance of 18.12 feet; thence

North 78 degrees 26 minutes 57 seconds East for a distance of 18.12 feet; thence

North 89 degrees 05 minutes 25 seconds East for a distance of 47.65 feet; thence

North 00 degrees 22 minutes 52 seconds West for a distance of 14.42 feet; thence

South 83 degrees 13 minutes 01 seconds East for a distance of 41.68 feet; thence

South 89 degrees 36 minutes 34 seconds East for a distance of 921.11 feet; thence

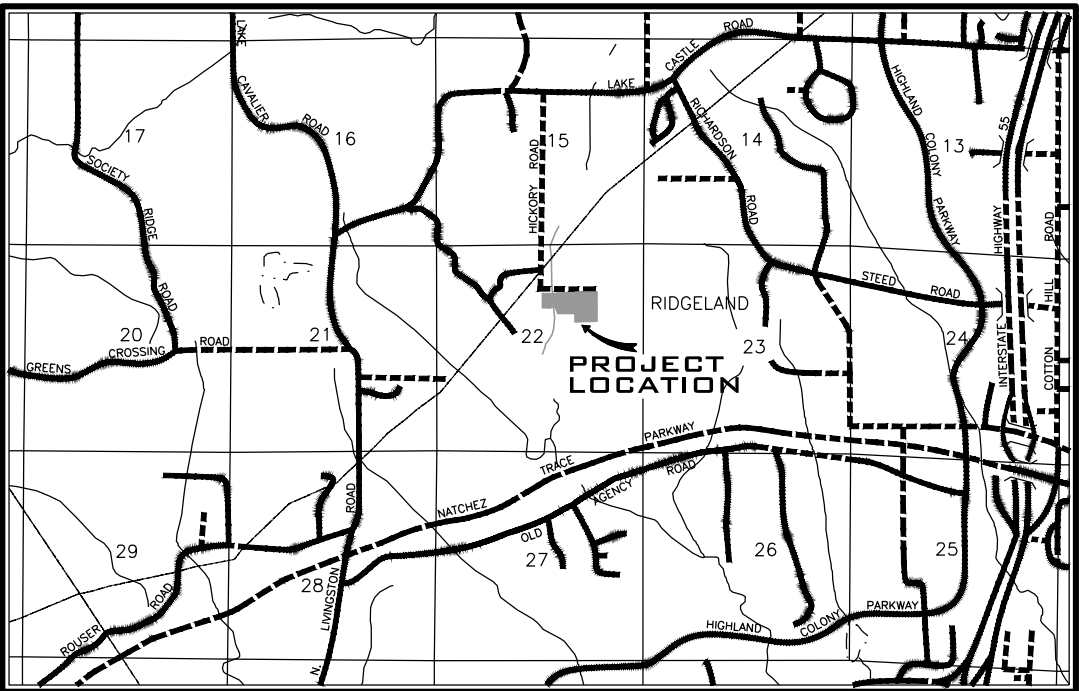
21.65 feet along the arc of a 61.64 foot radius curve to the left, said arc having a 21.54 foot chord which bears North 79 degrees 59 minutes 50 seconds East to the Westerly boundary of the Edward and Imogene R. Harris Revocable Trust property as described in Deed Book 2087 at Page 739 of the Records of said Madison County, Mississippi; thence

Leaving said Southerly boundary of said public road, run South along the Westerly boundary of said Edward and Imogene R. Harris Revocable Trust property for a distance of 1,183.39 feet; thence

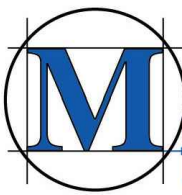
Leaving the Westerly boundary of the Edward and Imogene R. Harris Revocable Trust property, run South 88 degrees 59 minutes 44 seconds West for a distance of 878.42 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

Witness my signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Ronald C. McMaster, Jr., Professional Engineer and Surveyor  
Mississippi P.S. No. 3051

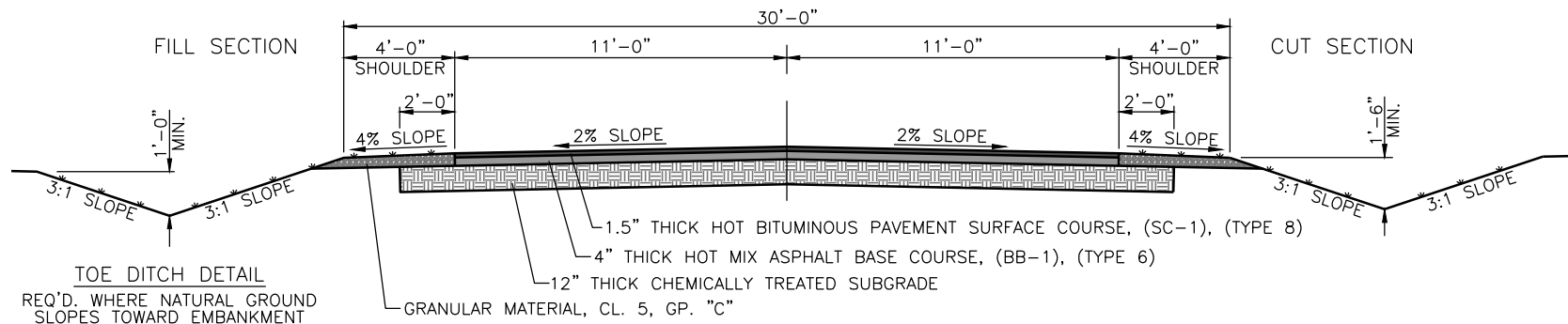
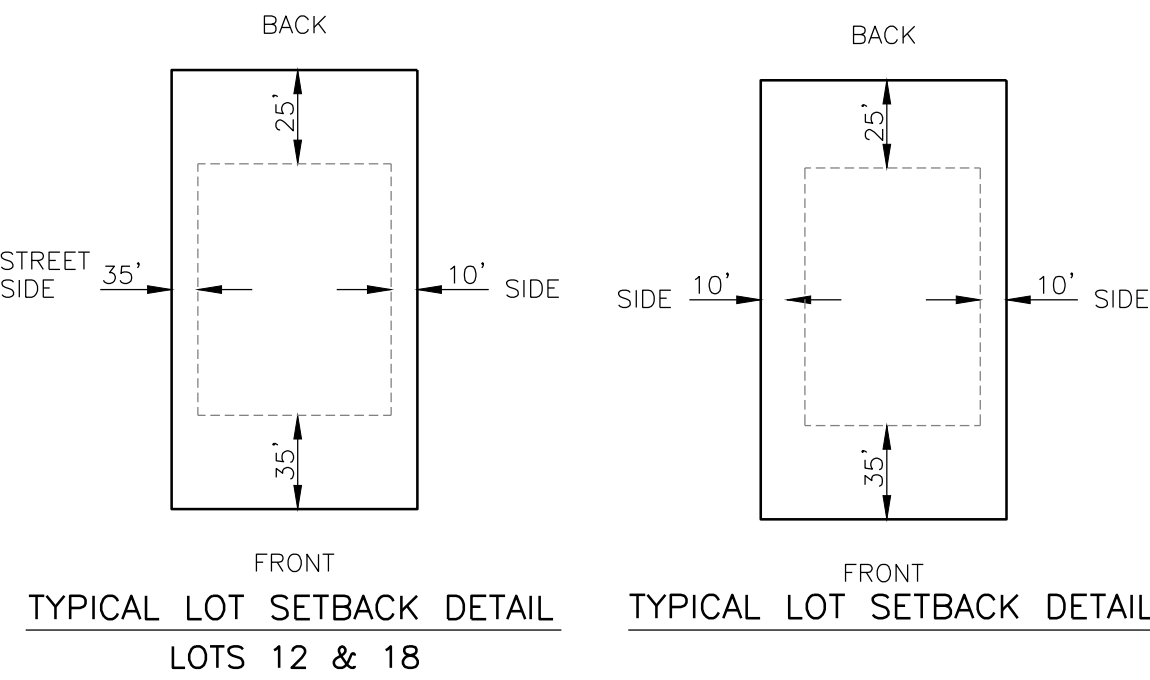


VICINITY MAP



MCMASTER & ASSOCIATES, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE  
SUITE 300  
MADISON, MS 39110  
601.605.1090



TYPICAL STREET SECTION



BRIDGEWATER 8 ADDITION

SITUATED IN NORTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

CERTIFICATE AND DEDICATION OF OWNER  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

We, Tom Bobbitt, Manager of Green Glades, LLC, a Mississippi Limited Liability Company, Rodney F. Triplett, Jr., Manager of 184 Limited Partnership, L.P. & Manager of Augusta 185, LLC, a Mississippi Limited Liability Company, lot owners Chris Benton & Elisha Benton, Clifton L. Kling & Heather J. Kling, Maxime Friere & Debora Silvia, and Rodney French & Connie French, do hereby certify that the aforementioned is the owner of the land described in the foregoing certificate of Ronald C. McMaster, Jr., Professional Engineer and Surveyor, and that as owners, have caused the same to be subdivided and platted as shown hereon, and hereby adopt this plat of said subdivision as the free act and deed of said owners, have dedicated all utilities to the public use, and have designated certain areas of land as private streets or drives intended for use by the lot owners in BRIDGEWATER 8 ADDITION, and all other phases annexed as part of the Bridgewater II Community and subject to the Declaration of Covenants, Conditions, and Restrictions for the Bridgewater II Community applicable thereto. Any area designated as Private Drive for Common Area is not dedicated hereby for use by the general public, but is dedicated to the common use and enjoyment of the lot owners of BRIDGEWATER 8 ADDITION as more fully provided for in the aforesaid Declaration of Covenants, Conditions, and Restrictions for the Bridgewater II Community, of record in Deed Book 2176 at Page 221, and the same being re-filed at Deed Book 2143 at Page 180, and as supplemented in Deed Book 2480 at Page 318, and any amendments or supplements thereto.

Notwithstanding anything to the contrary appearing in this Certificate or elsewhere on this plat, the undersigned does hereby grant and convey to the City of Ridgeland, or to the proper entity lawfully owning, operating, or maintaining any utility system in this subdivision, BRIDGEWATER 8 ADDITION, a right-of-way and easement over, along, and across said streets or drives as shown on said plat or across any other area designated as a utility easement, for the purpose of constructing, servicing, maintaining, or repairing any of said utilities.

All utilities, utility easements, and other easements are as designated and defined hereon and in the above referenced Declaration, as the same may be amended from time to time, or as may be reserved or delineated in any conveyance by, or otherwise specified by the undersigned.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

GREEN GLADES, LLC  
A Mississippi Limited Liability Company

By: Tom Bobbitt, Manager

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me on this the \_\_\_\_ day of October, 2016, the undersigned authority in and for the jurisdiction aforesaid, the within named, Tom Bobbitt, who acknowledged that he is the Manager of Green Glades, LLC, a Mississippi Limited liability company, and that for and on behalf of said limited liability company and as its act and deed, he executed the foregoing plat of Bridgewater 8A on the day and year therein mentioned, after first having been duly authorized by said limited liability company so to do.

Notary Public  
My commission expires: \_\_\_\_\_

AUGUSTA 185, LLC  
A Mississippi Limited Liability Company

By: Rodney F. Triplett, Jr., Manager

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named RODNEY F. TRIPLETT, JR., who acknowledged that he is a Manager of AUGUSTA 185, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, he executed the foregoing plat of Bridgewater 8A, after first having been duly authorized by said Augusta 185, LLC, so to do.

Notary Public  
My Commission Expires: \_\_\_\_\_

184 Limited Partnership, L.P.  
A Mississippi Limited Partnership

By: Rodney F. Triplett, Jr., Partner

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me on this the \_\_\_\_ day of October, 2016, the undersigned authority in and for the jurisdiction aforesaid, the within named, Rodney F. Triplett, Jr., who acknowledged that he is the General Partner of 184 Limited Partnership, L.P., a Mississippi Limited Partnership, and that for and on behalf of said limited partnership and as its act and deed, he executed the foregoing plat of Bridgewater 8A on the day and year therein mentioned, after first having been duly authorized by said limited partnership so to do.

Notary Public  
My commission expires: \_\_\_\_\_

Chris Benton Elisha Benton

| Curve Table |        |        |                 |              |
|-------------|--------|--------|-----------------|--------------|
| Curve #     | Length | Radius | Chord Direction | Chord Length |
| C1          | 86.46  | 250.66 | S9° 52' 33"W    | 86.04        |
| C2          | 65.42  | 190.66 | S9° 55' 42"W    | 65.10        |
| C3          | 186.76 | 432.00 | N7° 22' 23"E    | 185.31       |
| C4          | 260.14 | 492.00 | N4° 36' 39"E    | 257.12       |
| C5          | 41.65  | 432.00 | N7° 46' 27"W    | 41.63        |
| C6          | 97.72  | 162.21 | S6° 43' 17"W    | 96.24        |
| C7          | 99.60  | 162.21 | S41° 34' 11"W   | 98.05        |
| C8          | 124.90 | 102.21 | S24° 28' 19"W   | 117.27       |
| C9          | 10.90  | 213.81 | S60° 41' 52"W   | 10.90        |
| C10         | 138.40 | 153.81 | S85° 15' 29"W   | 133.78       |
| C11         | 98.02  | 213.81 | S75° 17' 29"W   | 97.16        |
| C12         | 84.38  | 213.81 | N80° 16' 11"W   | 83.83        |
| C13         | 81.44  | 221.71 | S79° 29' 15"E   | 80.98        |
| C14         | 93.39  | 281.71 | S78° 27' 40"E   | 92.96        |
| C15         | 51.07  | 281.71 | N86° 50' 52"E   | 51.00        |
| C16         | 32.25  | 221.71 | N85° 49' 17"E   | 32.22        |
| C17         | 154.80 | 355.00 | N85° 51' 15"W   | 153.58       |
| C18         | 240.13 | 295.00 | N75° 01' 37"W   | 233.55       |
| C19         | 100.48 | 355.00 | N65° 15' 12"W   | 100.15       |
| C20         | 18.85  | 295.00 | N49° 52' 37"W   | 18.85        |
| C21         | 150.50 | 288.34 | S49° 40' 27"W   | 148.80       |
| C22         | 103.61 | 288.34 | S74° 55' 19"W   | 103.05       |
| C23         | 103.25 | 361.64 | N77° 02' 14"E   | 102.90       |
| C24         | 25.86  | 361.64 | N66° 48' 35"E   | 25.85        |

| Curve Table |        |        |                 |              |
|-------------|--------|--------|-----------------|--------------|
| Curve #     | Length | Radius | Chord Direction | Chord Length |
| C25         | 172.50 | 337.56 | S79° 24' 06"W   | 170.63       |
| C26         | 46.51  | 337.56 | N82° 00' 41"W   | 46.47        |
| C27         | 69.24  | 55.00  | N41° 59' 57"W   | 64.76        |
| C28         | 97.37  | 55.00  | N44° 47' 05"E   | 85.14        |
| C29         | 82.20  | 55.00  | S41° 40' 55"E   | 74.76        |
| C30         | 125.71 | 277.56 | S77° 44' 11"W   | 124.64       |
| C31         | 60.52  | 421.64 | N68° 52' 23"E   | 60.46        |
| C32         | 90.01  | 421.64 | N79° 06' 02"E   | 89.84        |
| C33         | 204.37 | 228.34 | S59° 34' 30"W   | 197.62       |
| C34         | 134.32 | 355.00 | N36° 35' 36"W   | 133.52       |
| C35         | 114.78 | 295.00 | N36° 54' 00"W   | 114.05       |
| C36         | 96.12  | 512.51 | N20° 22' 51"W   | 95.98        |
| C37         | 139.07 | 452.51 | N16° 56' 58"W   | 138.53       |
| C38         | 61.39  | 512.51 | N11° 34' 34"W   | 61.35        |
| C39         | 161.45 | 220.62 | S29° 06' 34"E   | 157.88       |
| C40         | 261.87 | 160.62 | S54° 51' 05"E   | 233.82       |
| C41         | 66.19  | 302.30 | S84° 42' 54"W   | 66.06        |
| C42         | 48.48  | 242.30 | S84° 10' 28"W   | 48.40        |
| C43         | 83.64  | 220.62 | N89° 18' 09"E   | 83.14        |
| C44         | 114.60 | 220.62 | S64° 57' 21"E   | 113.32       |
| C45         | 51.83  | 55.00  | S65° 31' 36"W   | 49.93        |
| C46         | 83.95  | 55.00  | N43° 44' 54"W   | 76.04        |
| C47         | 71.15  | 55.00  | N37° 02' 29"E   | 66.29        |
| C48         | 74.92  | 55.00  | S66° 52' 27"E   | 69.26        |

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named Chris Benton and Elisha Benton, who acknowledged that they executed the foregoing plat of Bridgewater 8A.

Notary Public  
My commission expires: \_\_\_\_\_

Clifton L. Kling Heather J. Kling

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named Clifton L. Kling and Heather J. Kling, who acknowledged that they executed the foregoing plat of Bridgewater 8A.

Notary Public  
My commission expires: \_\_\_\_\_

Maxime Friere Debora Silvia

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named Maxime Frier and Debora Silvia, who acknowledged that they executed the foregoing plat of Bridgewater 8A.

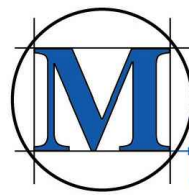
Notary Public  
My commission expires: \_\_\_\_\_

Rodney French Connie French

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named Rodney French and Connie French, who acknowledged that they executed the foregoing plat of Bridgewater 8A.

Notary Public  
My commission expires: \_\_\_\_\_



M'MASTER & ASSOCIATES, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE  
SUITE 300  
MADISON, MS 39110  
601.605.1090



INDEXING INSTRUCTIONS:

Bridgewater 8 Addition, Plat Cabinet \_\_\_\_\_  
at Slides \_\_\_\_\_, Madison County, MS  
Lots 1 –22, inclusive

RETURN TO & PREPARED BY:  
Paul L. Gunn (MSB#5071)  
Watkins & Eager PLLC  
P.O. Box 650  
Jackson, MS 39205

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING  
OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS  
BRIDGEWATER EIGHT ADDITION**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER EIGHT ADDITION (the “Supplement”) is made as of the 1st day of August, 2016, by and among Green Glades, LLC, a Mississippi limited liability company, the Declarant under this Supplement (the “Declarant”), 184 Limited Partnership, L.P., a Mississippi limited partnership (“184 L.P.”) as owners of Lots 1-4, inclusive of Bridgewater Eight Addition, Chris and Elisha Benton as owners of Lot 19 of Bridgewater Eight Addition, Clifton L. Kling and Heather J. Kling. as owners of Lot 20 of Bridgewater Eight Addition, Maxime Friere & Debora Silvia as owners of Lot 21 of Bridgewater Eight Addition, Rodney French and Connie French, as owners of Lot 22 of Bridgewater Eight Addition, and Thomas W. Bobbitt as owner of property being part of Lot 6 and Lot 7 of Bridgewater Eight Addition (such owners of Lots 1, 2, 3, 4, 6, 19, 20, 21 and 22 of Bridgewater Eight Addition each referred to as a “Property Owner” and collectively referred to as “Property Owners”) and Augusta 185, LLC, a Mississippi limited liability company, the declarant in that certain Declaration of Covenants, Conditions and Restrictions for the Bridgewater II Community, dated and recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 2143 at Page 180, and the same being rerecorded in Book 2176 at Page 221, and 184, L.P., also a declarant by virtue of that Amendment of Declaration and Amended First Supplement to Declaration of Covenants, Conditions and Restrictions for the Bridgewater II Community Annexing Additional Property – Bridgewater Eight recorded in Book 2218 at Page 398 in the aforesaid Chancery Clerk’s office, all as the same have been supplemented or amended thereafter (collectively referred to as the “Declaration”) (Augusta 185, LLC and 184 L.P. together referred to as the “Bridgewater Declarants”).

WHEREAS, Bridgewater 8 Addition, as hereinafter defined was annexed into the Bridgewater II Community by and through the “Amendment of December 23, 2010 and Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for the Bridgewater II Community Amending Additional Property and Annexing Additional Property,” recorded in the land records of Madison County, Mississippi in Book 2653, Page 128 (the “Bridgewater 8A Supplement”); and

WHEREAS, Declarant and Property Owners have laid out and platted a part of the area lying in Exhibit “A” to said Bridgewater 8A Supplement, which part or area is described in Exhibit “A” hereto, and which Exhibit “A” hereto also describes the perimeter of Bridgewater 8 Addition, a subdivision, the plat of which is filed of record in the office of the Chancery Clerk of Madison County in Plat Cabinet \_\_\_\_ at Slides \_\_\_\_ & \_\_\_\_; as to which Declarant and Property Owners wish to confirm that the said land and lots described in said Exhibit “A” and as depicted and laid out on said subdivision plat (“Bridgewater 8 Addition”) are subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Supplement; and

WHEREAS, as material consideration for the annexation of Bridgewater Eight Addition into the Bridgewater II Community was the execution and recording of this Supplement but for which Bridgewater 8 Addition would not have been annexed into the Bridgewater II Community; and

WHEREAS, Bridgewater Declarants, by their signatures hereto have approved and consented to this Supplement and the Bridgewater 8 Addition being part of the Bridgewater II Community and subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Supplement; and

NOW THEREFORE, Declarant and each Property Owner as to their Lot do hereby declare, confirm and ratify the inclusion of Lots 1 – 22, inclusive, of said Bridgewater 8 Addition and declare and confirm the property as subject to the Declaration and this Supplement; that any lot in said subdivision is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Supplement, and as implemented by the rules, regulations and guidelines of the Architectural Review Committee as provided for in Article V of the Declaration (the “Architectural Review Committee”), said guidelines being presently styled as “Bridgewater Design Guidelines”, except as hereinafter supplemented and amended, to wit:

1. Subject to the rules, regulations and guidelines of the Architectural Review

Committee as provided for in Article V of the Declaration, the building size and location for the Property shall be as follows:

**A.** Minimum Dwelling Size: Exclusive of porches and garages, the heated and/or cooled living area for each dwelling, main house or residential structure constructed on a lot shall contain a minimum dwelling size as follows, to wit:

- (i) The minimum for Lots 1 – 22, inclusive, shall be 3,200 square feet.  
If such building contains more than one story, not less than 50% of the square footage shall be on the ground floor level.

**B.** Building Setbacks: No dwelling or residential building shall be located nearer than following distances to the front or street lot line:

- (i) Lots 1 - 22, inclusive, shall be thirty-five feet (35').
- (ii) Homes that front or abut two streets shall have the side street setback line of thirty five feet (35').
- (iii) Side lot setback lines shall be ten feet (10').
- (iv) Rear setback lot lines shall be twenty-five feet (25').
- (v) Setbacks shall be increased if required by the rules, regulations and ordinances of the City of Ridgeland.

**C.** For Detached Building & Accessory Structures, refer to the City of Ridgeland Regulations 31.05 & 31.06.

**D.** The location, size and construction of all buildings and the scheduled time for completion shall be in accordance with the building criteria adopted by the Architectural Review Committee and approved by said Committee prior to commencement of construction or placing any such improvements on any Lot as required by said Committee or the Guidelines.

**E.** Except as stated and otherwise provided for herein, set back lines may be adjusted for terrain, topography, or other good reason at the sole discretion of said Architectural Review Committee. Upon receipt of written approval of the Architectural Review Committee of any variance in the setback lines required under this Supplement, the City of Ridgeland, Mississippi may grant a dimensional variance in the setback lines in accordance with the zoning and subdivision rules and regulations of the City of Ridgeland, Mississippi.

**F.** Notwithstanding anything to the contrary appearing elsewhere herein, this

supplement is subject to the zoning and subdivision rules and regulations of the City of Ridgeland and/or Madison County, Mississippi, as applicable.

**G.** The Architectural Review Committee shall approve the timeline for completion of various stages of construction of a house or other improvement upon a Lot and upon the commencement of construction such timeline shall be strictly complied with, time being of the essence, subject to force majeure. Further, upon commencement of construction of a house or other improvement on a Lot, such construction shall cease or be abandoned, so that the house or other improvement is not being constructed in accordance with the timeline approved by the Architectural Review Committee. Construction shall be deemed ceased or abandoned when normal construction activities are not being conducted for a period of 180 days, force majeure excepted, and the Owner of the Lot shall promptly remove all construction materials from the Lot and landscape the Lot as required by the Architectural Review Committee so the Lot does not detracts from the natural tranquility and beauty of the Property or the aesthetic harmony or property values of the Bridgewater or Bridgewater II Communities. If Owner of the Lot does not remove the construction materials and landscape the Lot within 90 days of receipt of written notice from the Architectural Review Committee, then an assessment of \$250 per day shall be due and payable from the Owner of the Lot to the homeowner's association for the Bridgewater Community. and The homeowner's association for the Bridgewater Community shall have a lien against the Lot until the assessment is paid in full.

**2.** The streets designated as Green Trace Cove and as Hidden Glades shall both be a cul-de-sac dead-end street and shall not be used for ingress, egress or access to any other property without the express written consent of Augusta 185, LLC in its sole discretion. All streets in Bridgewater 8 Addition shall be private streets and shall not be public streets or dedicated for public use without the express written consent of Bridgewater Declarants.

**3.** All construction related traffic and activities for Lots shall only access such Lots by the construction entrance from Aaron Lane to Hidden Glades, in a location approved by Bridgewater Declarants and no other streets within the Bridgewater or Bridgewater II Communities shall be used for construction related traffic or activities or for construction related parking. Declarant shall construct a construction entrance from Aaron Lane to Hidden Glades for so that all construction traffic, including heavy trucks and equipment, can readily



access Bridgewater 8 Addition from Aaron Lane and Declarant shall maintain the construction entrance in good condition for use by all Lot owners, contractors, builders or other parties involved in construction activities within Bridgewater 8 Addition, until houses have been constructed on all Lots within Bridgewater 8 Addition. Declarant shall monitor and enforce construction related traffic and activities and parking to ensure compliance with this covenant, condition and restriction. Further, Declarant shall put up street signs at locations and containing language approved by Bridgewater Declarants that no construction traffic or activities or parking is allowed on the streets within Bridgewater or Bridgewater II Communities. It shall be the obligation of the Declarant and any owner of a Lot within Bridgewater 8 Addition, to provide written notification to their contractor, builder, agent, designee, representative or other party (with a copy to Bridgewater Declarants) constructing a house or other improvements or providing labor, material and services, that no construction related traffic, activities or parking is permitted on streets within Bridgewater or Bridgewater II Communities and in the event such parties use streets within Bridgewater or Bridgewater II Communities, whether with permission of the Declarant or Lot owner or not, then the Declarant or Lot owner, as applicable, shall promptly cause the repair of any damage caused to such streets and shall be liable to the homeowner's association within the Bridgewater or Bridgewater II Communities for all damages resulting therefrom, including all costs for any repairs performed by the homeowner's association. Furthermore, the Declarant or Lot owner, as applicable, shall pay an assessment to the homeowner's association of \$500 per day for each violation of this covenant by Declarant or a Lot owner, or their contractor, builder, agent, designee, representative or other party, for each vehicle which uses the streets within Bridgewater or Bridgewater II Communities for construction related traffic, activities and parking. The homeowner's association shall have a lien on the Lots or other property of Declarant or Lot owner who violate the covenants and provisions of this Section for the amount of all damages and assessments due as set forth herein.

4. Until the completion of the wearing course on all streets and utilities within Bridgewater 8 Addition, the Declarant shall repair and maintain such streets and utilities in a good condition to permit ingress, egress, access and use thereof and neither Augusta 185, LLC, 185, LLC, 184, L.P nor any homeowner's association within the Bridgewater or Bridgewater II Communities shall have any duty or obligation for such streets or the repair and

maintenance of such streets, including, without limitation, no obligation to utilize any assessments from any homeowner's association within the Bridgewater or Bridgewater II Communities for any repairs or maintenance of such streets.

5. The Declarant shall complete all streets and installation of utilities within Bridgewater 8 Addition on or before October 1, 2016, excluding the final wearing course, which shall be completed within 90 days after the completion of 80% of dwellings on the lots within Bridgewater 8 Addition but not later than October 1, 2021.

6. The Declarant shall install street lights in Bridgewater 8 Addition of the same design and material as the street lights within the Bridgewater and Bridgewater II communities, such street lights to be installed and completed no later than December 1, 2016.

7. Each of the undersigned, mortgage holders and lenders, do hereby consent to this Supplement and the covenants, conditions and restrictions herein, and hereby subordinates its deed of trust, assignment of rent, UCC-1 financing statement and any other loan documents on any lots and property in Bridgewater 8 Addition and the liens and encumbrances thereof to this Supplement and the covenants, conditions and restrictions herein, and further agree that this Supplement and the covenants, conditions and restrictions set forth herein will not be terminated, interfered with or otherwise affected in any other matter by virtue of any foreclosure, deed in lieu of foreclosure or other action under the deed of trust or other loan documents held by such mortgage holder and lender.

8. The annexation of Bridgewater 8 Addition into the Bridgewater II Community as provided in the Bridgewater 8A Supplement was expressly conditioned upon the Supplement being executed and recorded on Bridgewater 8 Addition by Declarant and Property Owners but for which Bridgewater 8 Addition would not have been annexed into the Bridgewater II Community. This Declarant and Property Owners herein and Bridgewater Declarants desire to create and develop a cohesive residential community which incorporates Bridgewater 8 Addition and the Bridgewater II Community. Therefore, the Declarant, Property Owners and Bridgewater Declarants desire to subject Bridgewater 8 Addition to certain covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in the Declaration and in this Supplement which individually and collectively are for the benefit of the properties of the Declarant, the Property Owners, Bridgewater Declarants and 185, LLC and

the other property owners within the Bridgewater II Community. Therefore, this Supplement shall not be amended without the prior written consent of Bridgewater Declarants, their successor or designee. The Declaration, except as may be previously amended or supplemented of record or as hereinabove amended and supplemented, remains in full force and effect, unchanged and unaltered.

**9.** The Declarant shall be subject to the Declaration as if a Class A Member therein for all Lots owned by Declarant, and shall have the obligations of a Class A Member as to such Lots, including, without limitation, the obligation to maintain the Lots and further the Declarant shall be subject to special assessments and damage assessments by the Association and subject to liens therefore all as provided in the Declaration.

**10.** Upon a sale or transfer of a Lot in Bridgewater 8 Addition by Declarant herein, then the assessments under the Declaration shall commence during the year of such sale or transfer and the owner of such Lot shall pay such assessments as set forth in the Declaration. Any Lot in Bridgewater 8 Addition which has been transferred by Declarant prior to the date of this Supplement or which is not owned by Declarant on the date of this Supplement shall be subject to and pay assessments as set forth in the Declaration. All closings on a Lot sale or transfer from Declarant shall be conducted by First Guaranty Title, Inc. or another closing agent or attorney approved in writing by 184, L.P or its designee.

**11.** This Supplement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

**[SIGNATURE PAGES TO FOLLOW]**

WITNESS THE SIGNATURES of the undersigned as of the day and year first above written.

**DECLARANT:**

**GREEN GLADES, LLC,**  
a Mississippi limited liability company

By: \_\_\_\_\_  
Thomas W. Bobbitt, Member/Manager

By: \_\_\_\_\_  
Guy White, Member/Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Thomas W. Bobbitt**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his/her/their representative capacity, and that by his/her/their signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Guy White**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his/her/their representative capacity, and that by his/her/their signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**Owner of Lots 1-4, inclusive, Bridgewater 8 Addition**

**184 Limited Partnership, L.P.,**  
a Mississippi limited partnership

By its General Partner:

**184 Bridgewater, LLC,**  
a Mississippi limited liability company

By: \_\_\_\_\_  
Mitch Hannon, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Mitch Hannon**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his/her/their representative capacity, and that by his/her/their signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**Owners of Lot 19, Bridgewater 8 Addition**

\_\_\_\_\_  
Chris Benton

\_\_\_\_\_  
Elisha Benton

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Chris Benton** and **Elisha Benton** who acknowledged that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**Owners of Lot 20, Bridgewater 8 Addition**

\_\_\_\_\_  
Clifton L. Kling

\_\_\_\_\_  
Heather J. Kling

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Clifton L. Kling** and **Heather J. Kling** who acknowledged that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**Owners of Lot 21, Bridgewater 8 Addition**

\_\_\_\_\_  
Maxime Friere

\_\_\_\_\_  
Debora Silvia

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Maxime Friere** and **Debora Silvia** who acknowledged that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**Owners of Lot 22, Bridgewater 8 Addition**

\_\_\_\_\_  
Rodney French

\_\_\_\_\_  
Connie French

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Rodney French** and **Connie French** who acknowledged that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**Approved and Consented to by  
the Bridgewater Declarants  
as hereinabove defined:**

**Augusta 185, LLC,**  
a Mississippi limited liability company

By: \_\_\_\_\_  
Rodney F. Triplett, Jr., Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Rodney F. Triplett, Jr.**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his/her/their representative capacity, and that by his/her/their signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**184 Limited Partnership, L.P.,**  
a Mississippi limited partnership

By its General Partner:  
**184 Bridgewater, LLC,**  
a Mississippi limited liability company

By: \_\_\_\_\_  
Mitch Hannon, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Mitch Hannon**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his/her/their representative capacity, and that by his/her/their signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**For purposes of Section 8 of this Supplement:**

**First Mortgage Holder on Bridgewater 8 Addition owned by Green Glades, LLC**

**Trustmark National Bank,**  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that s/he is \_\_\_\_\_ of Trustmark National Bank, a national banking association, and that for and on behalf of said national banking association, and as its act and deed s/he executed the above and foregoing instrument, after first having been duly authorized by said national banking association so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CONTINUATION OF SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER II COMMUNITY ANNEXING OR CONFIRMING THE INCLUSION OF CERTAIN PROPERTY AS BRIDGEWATER 8 ADDITION**

**Second Mortgage Holder on Bridgewater 8 Addition owned by Green Glades, LLC**

\_\_\_\_\_  
**Guy White**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named **Guy White** who acknowledged that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**Mortgage Holder on Lot 20, Bridgewater 8 Addition**

**RiverHills Bank,**  
a Mississippi bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that s/he is \_\_\_\_\_ of RiverHills Bank, a Mississippi bank, and that for and on behalf of said bank, and as its act and deed s/he executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



# Telecommunications Service Agreement

Customer Service: 1-855-277-4732

It has been explained to me and I understand that the prices listed on this Service Agreement (the "Agreement") and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP service, broadband service, or any other services specified below (the "Service") on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to the Service or an upgrade thereof for the Service Term set forth above, commencing on the date Service is activated. If I do not fulfill the entire Service Term, I agree to pay Company, upon billing, the total monthly Service charges multiplied by the number of months remaining in the Service Term plus up to \$300 for installation charges (the "Liquidated Damages Termination Charge"). In the case of the termination of Service(s), I acknowledge that all or part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended from time as set forth therein.

I understand and agree that all Service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at [www.telepak.com](http://www.telepak.com), and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this form.

## BILLING INFORMATION

Type: **New Account**

| COMPANY NAME                                       |       |                                                                                |                      | CUSTOMER NUMBER | A            | SITE ADDRESSES                         |  | CITY LIMITS? |
|----------------------------------------------------|-------|--------------------------------------------------------------------------------|----------------------|-----------------|--------------|----------------------------------------|--|--------------|
| City Of Ridgeland                                  |       |                                                                                |                      |                 |              | 304 Highway 51 Ridgeland MS 39157      |  | Yes          |
| BILLING ADDRESS                                    |       |                                                                                |                      | CITY            | B            | SITE ADDRESS                           |  |              |
| P.O. Box 217                                       |       |                                                                                |                      | Ridgeland       |              | 115 W School Street Ridgeland MS 39157 |  | Yes          |
| ST                                                 | ZIP   | CONTACT NAME                                                                   | TAX ID #             | C               | SITE ADDRESS |                                        |  |              |
| MS                                                 | 39158 | <a href="#">Joe Kirchner</a>                                                   | 64-6001550           |                 |              |                                        |  |              |
| CONTACT PHONE NUMBER                               |       | E-MAIL CONTACT FOR BILLING                                                     | BILLING PHONE NUMBER | D               | SITE ADDRESS |                                        |  |              |
| 601-790-2047                                       |       | <a href="mailto:ericka.brown@ridgelandms.org">ericka.brown@ridgelandms.org</a> | 601-856-7113         |                 |              |                                        |  |              |
|                                                    |       | FAX NUMBER                                                                     | E                    | SITE ADDRESS    |              |                                        |  |              |
| Joe Kirchner                                       |       | 601-790-2047                                                                   | 601-856-7819         |                 |              |                                        |  |              |
| PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT |       |                                                                                |                      |                 |              |                                        |  |              |
| NAME                                               |       | PHONE NUMBER                                                                   | NAME                 | PHONE NUMBER    |              |                                        |  |              |
| Ericka Brown                                       |       | 601-856-7113                                                                   | Paula Tierce         | 601-856-7113    |              |                                        |  |              |

## VOICE

| Item | Description | Site(s) | Quantity | Upfront | Monthly Per Unit | Monthly Total |
|------|-------------|---------|----------|---------|------------------|---------------|
|------|-------------|---------|----------|---------|------------------|---------------|

Total Upfront: \$ - Total Monthly: \$ -

## DATA

| Item                            | Description                  | Site(s) | Quantity | Upfront | Monthly Per Unit | Monthly Total |
|---------------------------------|------------------------------|---------|----------|---------|------------------|---------------|
| Small Business Internet         | 100 Mbps x 100 Mbps          | A       | 1        | \$ -    | \$ 289.00        | \$ 289.00     |
| Small Business Internet         | 100 Mbps x 100 Mbps          | B       | 1        | \$ -    | \$ 289.00        | \$ 289.00     |
| Static IP (Set of 13)           | Public static IP address(es) | A       | 1        | \$ -    | \$ 39.99         | \$ 39.99      |
| Static IP - Sm Business Int (1) | Public static IP address(es) | B       | 1        | \$ -    | \$ 9.99          | \$ 9.99       |

Total Upfront: \$ - Total Monthly: \$ 627.98

TOTAL UPFRONT: \$ - TOTAL MONTHLY: \$ 627.98

## CLIENT

|                      |       |                      |           |                 |
|----------------------|-------|----------------------|-----------|-----------------|
| AUTHORIZED SIGNATURE |       | DATE                 | TERM      |                 |
|                      |       |                      | 36 Months |                 |
| CLIENT NAME          | TITLE | TERM ACKNOWLEDGEMENT |           | Office Use Only |
|                      |       |                      |           | Adam Panetta    |
|                      |       |                      |           | Area            |
|                      |       |                      |           | J               |

Relocation of C Spire provided services are subject to move or early termination fees based on type of service:

Confirmation of Site Review statement in TSA (pg 1):

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands. Affiliates include Telepak Networks, Inc., Callis Communications, Inc. and C Spire Advanced Data Solutions, LLC.





## TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof.

### I. TERMS APPLICABLE TO ALL SERVICES.

**TERM OF SERVICE.** The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

**CHARGES AND PAYMENT.** Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

**APPLICABLE TARIFFS.** This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

**EQUIPMENT.** Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

**COMPLIANCE WITH LAWS; PAYMENT OF TAXES.** Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

**REMEDIES.** Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

**CREDIT INVESTIGATION.** By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

**SITE REVIEW.** Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by both parties.

Initial: \_\_\_\_\_

**LAWFUL, NON FRAUDULENT USE OF SERVICE.** You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If Company has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

**OWNERSHIP AND RISK OF LOSS.** You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

**PROHIBITED USES OF THE SERVICE.** You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically,



if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if Company, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

**COPYRIGHT; TRADEMARK; UNAUTHORIZED USAGE OF EQUIPMENT.** The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

**TAMPERING WITH SERVICE OR EQUIPMENT.** Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

**CANCELLATION OF SERVICE.** Company reserves the right to discontinue Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

**INDEMNIFICATION.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, RELATING TO OR ARISING OUT OF THE SERVICES, THE EQUIPMENT OR ITS INSTALLATION, OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT AND YOU AGREE TO REIMBURSE COMPANY FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**LIMITATION OF LIABILITY.** COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

**NO WARRANTIES ON SERVICE.** COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

**NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT.** If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacture for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

**ASSIGNMENT.** This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.



MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for commercial purposes as specified herein, and that it will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW, ARBITRATION. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Mississippi without regard to its conflict of laws principles. THE PARTIES AGREE THAT ANY CONTROVERSIES, CLAIMS, OR DISPUTES ARISING BETWEEN THE PARTIES, WHETHER IN TORT OR IN CONTRACT, INCLUDING, BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS SET FORTH HEREIN. THIS INCLUDES BUT IS NOT LIMITED TO ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE, OR ADVERTISING PROVIDED BY C SPIRE. ADDITIONALLY, THE PARTIES AGREE NOT TO PURSUE ARBITRATION RELATED TO OR ARISING OUT OF THIS AGREEMENT ON A CLASSWIDE BASIS. THE PARTIES AGREE THAT ANY ARBITRATION RELATED TO OR ARISING OUT OF THIS AGREEMENT WILL BE SOLELY BETWEEN THE PARTIES TO THIS AGREEMENT (NOT BROUGHT ON BEHALF OF OR TOGETHER WITH ANOTHER PERSON'S OR ENTITY'S CLAIM). WHEN NO PARTY'S CLAIM EXCEEDS \$75,000, EXCLUSIVE OF INTEREST, ARBITRATION COSTS AND ALLOWABLE ATTORNEYS' FEES, THEN SUCH ARBITRATION SHALL BE CONDUCTED BEFORE A PANEL CONSISTING OF ONE (1) ARBITRATOR, AND SUCH ARBITRATOR SHALL NOT BE EMPOWERED TO AWARD RELIEF TO ANY PARTY IN AN AMOUNT GREATER THAN \$75,000, EXCLUSIVE OF INTEREST, ARBITRATION COSTS AND ALLOWABLE ATTORNEYS' FEES. WHEN ANY PARTY'S CLAIM EXCEEDS \$75,000, THEN THE ARBITRATION PANEL SHALL CONSIST OF THREE (3) ARBITRATORS. THE ARBITRATION HEARING SHALL TAKE PLACE AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI, METROPOLITAN AREA. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, SUCH ARBITRATION SHALL BE BINDING UPON THE PARTIES AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING THE SELECTION OF THE ARBITRATOR(S), WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AAA'S EXPEDITED PROCEDURAL RULES SHALL NOT APPLY UNDER ANY CIRCUMSTANCES UNLESS AGREED TO BY THE PARTIES AFTER COMMENCEMENT OF THE ARBITRATION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH ARBITRATION AND ITS REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES FROM THE NON-PREVAILING PARTY. THE ARBITRATION PANEL SHALL HAVE THE AUTHORITY TO RULE ON ITS OWN JURISDICTION, INCLUDING ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, SCOPE OR VALIDITY OF THIS ARBITRATION AGREEMENT; PROVIDED, HOWEVER, COLLECTION MATTERS OF \$5,000 OR LESS IN ALLEGED VALUE (EXCLUSIVE OF INTEREST, ARBITRATION COSTS AND ALLOWABLE ATTORNEYS' FEES) FOR SERVICE, INSTALLATION COSTS OR EARLY TERMINATION FEES MAY BE FILED IN ANY COURT WITH JURISDICTION THEREOVER AND THERE TRIED BY ANY PARTY, UNLESS COUNTER-CLAIMS OR OTHER CLAIMS IN AN AMOUNT IN EXCESS OF \$5,000 (EXCLUSIVE OF INTEREST, ARBITRATION COSTS AND ALLOWABLE ATTORNEYS' FEES) ARE ASSERTED BY ANY PARTY. IN THE LATTER CASE, THE ENTIRE MATTER AND ALL CLAIMS BEFORE THE COURT SHALL BECOME SUBJECT TO BINDING ARBITRATION HEREUNDER UPON WRITTEN REQUEST OF ANY PARTY FILED WITH THE COURT WITHIN THIRTY (30) CALENDAR DAYS OF SERVICE OF SUCH COUNTER-CLAIMS OR OTHER CLAIMS UNDER THE APPLICABLE RULES OF CIVIL PROCEDURE. TO THE EXTENT ALLOWED BY LAW, THE PARTIES WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, EITHER TO JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Company and Customer with respect to the Services by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

## II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with is Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).



SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of such systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of \$50.00 per month per line.

PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if the Company determines, in its sole discretion, that you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

### III. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF FIREWALL SERVICES.

DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; and/or (iv) support for Firewall Services as described in this Service Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Service Agreement.

FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for the Firewall Services will be separately itemized within the Monthly Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to the Firewall Services, run certain reports, and perform certain administrative tasks in connection with the Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

CUSTOMER OBLIGATIONS. Customer must have internet access Service from Company in order to use the Firewall Services. Company will not provide any equipment for Customer's use of the Firewall Services other than the Firewall Services Equipment. Customer shall be solely responsible for its activities in using the Firewall Services, including the activities of its employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of the Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with the Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with the Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of the Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer's employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses the Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of the Firewall Services caused by such act. Customer understands that it may make a change request to the Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. The Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of the Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of the Firewall Services Equipment, Customer acknowledges that the Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data which is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at [www.cspire.com](http://www.cspire.com).

ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of the Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of the Firewall Services, and the terms of this Agreement.

DISCLAIMER OF WARRANTIES. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. THE FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

Account Name: \_\_\_\_\_

Initial \_\_\_\_\_



**INTERNAL USE ONLY:**  
Please check box to indicate:  
☐ CSBS ☐ Wireless

**INTERNAL USE ONLY:**  
Site visit was conducted:  
☐ Yes ☐ No

## C Spire Credit Application

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| <b>GENERAL INFORMATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |                                                                |                                                                            |
| Full Legal Company Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         | Trade Name/DBA:                                                | Email:                                                                     |
| Physical Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | City:                   | State:                                                         | Zip Code:                                                                  |
| Business Creation Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | State of Incorporation: | Duns#:                                                         | Full Name of Parent Company:                                               |
| Type of Business; "C" Corp, "S" Corp, LLC, Partnership, Proprietorship:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | C Spire Sales Representative Name:                             |                                                                            |
| Publicly Held:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | # of Employees:         | Annual Sales:                                                  | Federal Tax ID#:                                                           |
| Contact Person/Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Contact Telephone:      | Contact E-mail:                                                |                                                                            |
| Please indicate company principals responsible for business transactions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         | Have the owners and/or the business ever filed for bankruptcy? | Do the owners and/or the business have any Litigation, Judgments or Liens? |
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Title:                  |                                                                |                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         |                                                                |                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         |                                                                |                                                                            |
| <b>BANK REFERENCES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                                                |                                                                            |
| Present Bank:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         | Name of Lending Bank if different from Present Bank:           |                                                                            |
| Branch:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Telephone:              | Branch:                                                        | Telephone:                                                                 |
| Account #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Fax:                    | Account #:                                                     | Fax:                                                                       |
| Name of Bank Officer:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Account Type:           | Name of Bank Officer:                                          | Account Type:                                                              |
| <b>III. TRADE REFERENCES OR EXISTING C SPIRE ACCOUNT (1)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                                |                                                                            |
| 1) (Existing C Spire Account Number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (Primary Number)        | 2) (Reference Name)                                            | (Contact Name)                                                             |
| (Billing Address)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | (Account creation date) | (Address)                                                      | (Account Number)                                                           |
| (Account Holder Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | (Consumer or Business)  | (Telephone #)                                                  | (Fax #)                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         | (Monthly \$)                                                   | (Secured)                                                                  |
| 3) (Reference Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | (Contact Name)          | 4) (Reference Name)                                            | (Contact Name)                                                             |
| (Address)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | (Account Number)        | (Address)                                                      | (Account Number)                                                           |
| (Telephone #)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | (Fax #)                 | (Telephone #)                                                  | (Fax #)                                                                    |
| (Monthly \$)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (Secured)               | (Monthly \$)                                                   | (Secured)                                                                  |
| <b>APPLICANT'S SIGNATURE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                                                                |                                                                            |
| Everything stated in this application is true and correct to the best of my knowledge. It is understood that C Spire will retain this application whether or not credit is extended. C Spire and its designees are authorized to check our credit as necessary through our trade references, bank references, credit reporting agencies and any other sources C Spire reasonably deems necessary to obtain answers about credit experience. Any information obtained pursuant to this application will be used in making a credit decision and will be held in confidence by C Spire and its designees. The undersigned further declares that he/she is duly authorized to sign this application on behalf of the person and/or company herein represented. Furthermore, Applicant understands and accepts responsibility to notify C Spire immediately if there is an ownership change or name change involving Applicant. Applicant will remain solely liable for all charges incurred prior to written receipt and acknowledgement by C Spire of any such name or ownership change. If application is faxed the faxed signature is equivalent to an original signature. |                         |                                                                |                                                                            |
| Applicant's Name (print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         | Title:                                                         |                                                                            |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         | Date:                                                          |                                                                            |



## **C Spire Installation Information & Acknowledgments**

C Spire is building a custom designed and engineered circuit to provide high speed fiber optic internet and / or Voice over Internet Protocol (VoIP) service to your business. Installation and deployment costs to deliver C Spire fiber internet are significant and based on the completion of the tasks bulleted below. The deployment estimates below are only approximate, impacted by several variables, and cannot be guaranteed for a specific service delivery date.

### **Standard Deployment Steps - Voice Only Service**

- **Estimated Deployment Timeline** - 45 days from order acceptance by C Spire. Customer must have confirmation of acceptable internet service and bandwidth required.
- **Site Survey** – A C Spire technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- **Customer Premise Equipment Configuration** – Design and build routers and switches for installation.
- **Phone Installation** – A scheduled day to install phones and other needed equipment.
- **Phone Number Port** – Moving phone numbers from current carrier to C Spire. Porting is estimated to complete approximately 5 – 10 business days after the new C Spire phones are installed.

### **Standard Deployment Steps - Internet via Fiber Optic Cable**

- **Estimated Internet Fiber Deployment Date** - 90 calendar days from order acceptance by C Spire
- **Estimated Voice Services Deployment** – 15 - 25 days after Internet installation (see steps above)
- **Field Survey** – An engineer will determine the best route to customer premise and determine verification of conduit, easements, right of ways, etc.
- **Engineering Drawings** – CAD drawings for construction and permit application with city, county, DOT, etc.
- **Permitting** – Working with agencies to approve construction
- **Construction** – Trench or bore fiber optic cable
- **Fiber Splice** – Connectivity of fiber to C Spire's network/customer premise
- **Engineering/Field Services** – Program and deploy electronics for service

### **Additional circumstances that may also cause a delay to deployment:**

- delay by governing city/state organizations for permit approval
- obtaining required permits to cross rivers or railroad tracks (up to 1 year)
- obtaining required permits to cross federal interstate routes
- delays due to long periods of bad weather delaying physical construction.



### **Business Relocation, Business Sale or other Termination of Service**

- **Customer acknowledges** that this is a custom designed and engineered service for the sole use of the business named in the Telecom Service Agreement (TSA) at the specific business address at the time of installation.
- **Customer acknowledges** that they are responsible to complete the full term of the service acknowledgement on the TSA or otherwise be subject to **Early Termination Fees (ETFs)** as outlined on the TSA.
- **Customer acknowledges** that the relocation, sale or closure of the business for the location in which the service was delivered will result in **Early Termination Fees (ETFs)** unless the service is otherwise assigned, with the permission of C Spire, to a new business entity willing to assume a new contract for service at said location.
- **Customer acknowledges** that since this is a custom designed and engineered service to a specific location it cannot be moved or relocated to a new address without the full process of the initial installation as described above and with a new corresponding TSA.

In reliance upon your agreement to receive fiber services, C Spire will expend considerable capital expense to commence deployment to your business.

**You therefore acknowledge that you have read and agree to the C Spire Telecommunications Service Agreement (TSA), which contains important information, including the assessment of penalties for early termination or cancellation of your service once the internal C Spire service delivery process has begun from the date of signature and C Spire order acceptance.**

You also acknowledge C Spire shall not be liable to Customer in any way for failure to commence or complete deployment of the services by the estimated timelines provided.

---

Customer Name - Print

---

Date

---

Customer Signature



October 24, 2016

TO: Mayor & Board of Aldermen  
FROM: John R. Neal, Chief of Police   
SUBJECT: Budget Amendment – House Bill 585 (Jail Reimbursement)

On October 24, 2016, \$12,200.00 was requested to be deposited into account 001-000-336 (Court Services Fee) for reimbursement of jail fees through House Bill 585 for the period of July 2014 through June 2015. I respectfully request approval of the following budget amendment:

**Transfer \$12,200.00 from 001-000-336 (Court Services Fees) to 001-100-687 (Jail Fees)**

Your consideration and approval will be greatly appreciated.

CC: Anna Robbins  
Ina Byrd

115 west school street • ridgeland, ms 39157  
ph: 601.856.2121 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • John R. Neal - chief of police  
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2  
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

NO. 100314174

CITY

CITY OF RIDGELAND POLICE DEPT  
PO Box 875  
RIDGELAND 39157

[illegible]

THIS DOCUMENT HAS A BLUE BACKGROUND ON THE FACE AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.



NO. 100314174

85-27  
653

WARRANT ON THE STATE TREASURER  
VOID AFTER 1 YEAR

\*\*\*\*\* 12,200 DOLLARS AND 00 CENTS \*\*\*\*\*

CITY OF RIDGELAND POLICE DEPT  
PO Box 875  
RIDGELAND MS 39157

MO. DA. YR.  
09-30-2016

PAY THIS AMOUNT  
\$\*\*\*\*12,200.00

Laura D. Jackson

EXECUTIVE DIRECTOR - DEA

100314174 1065301430 100299934





police department

December 10, 2015

Mississippi Department of Corrections  
Administration & Finance  
663 North State Street  
Jackson, MS 39201

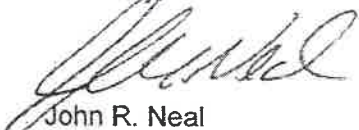
Attn: Arthurine Harris

We are requesting reimbursement through the 2015 Municipal Court Collection Fund Grant Program as follows:

| MONTH/YEAR     | AMOUNT TO BE REIMBURSED |
|----------------|-------------------------|
| July 2014      | \$1,020.00              |
| August 2014    | \$580.00                |
| September 2014 | \$400.00                |
| October 2014   | \$820.00                |
| November 2014  | \$2,320.00              |
| December 2014  | \$1,620.00              |
| January 2015   | \$1,340.00              |
| February 2015  | \$200.00                |
| March 2015     | \$720.00                |
| April 2015     | \$900.00                |
| May 2015       | \$1,740.00              |
| June 2015      | \$540.00                |
| July 2015      | \$980.00                |
| August 2015    | \$420.00                |
| TOTAL          | \$13,600.00             |

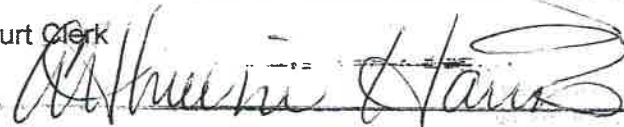
Thank you for your assistance in this matter.

Sincerely,

  
John R. Neal  
Chief of Police

CC: Louanna Varnado, Municipal Court Clerk

I certify that invoice number(s)  
1901240131 is a legitimate bill for  
the allotment balance of the  
after reducing it by other  
which would be sufficient.



DEC 11 2015

7-1-1

\$12,200

7Y  
2015

\$1,400

7Y 2016

| DOCKET    | NAME                        | CHARGE                          | JUDGEMENT DATE | COURT | PD JAIL BILL |
|-----------|-----------------------------|---------------------------------|----------------|-------|--------------|
| 20158286  | ADAMS, VICTORIA             | SHOPLIFTING-LESS THAN \$1000    | 5/5/2015       | 5     | 5            |
| 201511071 | AUGUSTINE, GEARLVINA        | SHOPLIFTING-LESS THAN \$1000    | 6/30/2015      | 5     | 6            |
| 20149525  | AUSTIN, JERRIUS             | SHOPLIFTING-LESS THAN \$1000    | 8/5/2014       | 7     | 8            |
| 201510373 | AUSTIN, LARRYDARIOUS        | SHOPLIFTING-LESS THAN \$1000    | 6/9/2015       | 2     | 2            |
| 201511588 | BARNES, COURTNEY            | SHOPLIFTING-LESS THAN \$1000    | 7/28/2015      | 14    | 15           |
| 20159984  | BATTENFIELD, MICHAEL        | SHOPLIFTING-LESS THAN \$1000    | 6/2/2015       | 4     | 4            |
| 20141123  | BEARD, ALEXANDER AKA BIVENS | SHOPLIFTING-LESS THAN \$1000    | 11/25/2014     | 40    | 59           |
| 201512716 | BELL, DANIEL                | SHOPLIFTING-LESS THAN \$1000    | 8/4/2015       | 3     | 6            |
| 20149429  | BLACKWELL, RHONDA           | SHOPLIFTING-LESS THAN \$1000    | 7/29/2014      | 4     | 5            |
| 201411391 | BOLDEN, BEVERLY             | SHOPLIFTING-LESS THAN \$1000    | 9/9/2014       | 9     | 11           |
| 20158287  | BULLARD, LINDSEY            | SHOPLIFTING-LESS THAN \$1000    | 4/21/2015      | 4     | 5            |
| 201576    | BUTLER, STEPHEN             | SHOPLIFTING-LESS THAN \$1000    | 1/6/2015       | 2     | 2            |
| 20158304  | CARTHAN, JAMELA             | SHOPLIFTING-LESS THAN \$1000    | 4/21/2015      | 1     | 2            |
| 201511454 | CHAMBERS, JAVARIS           | SHOPLIFTING-LESS THAN \$1000    | 7/7/2015       | 5     | 6            |
| 201410228 | CHEN, GUO                   | SHOPLIFTING-LESS THAN \$1000    | 8/12/2014      | 1     | 2            |
| 2015468   | COLEMAN, MYKAL              | SHOPLIFTING-LESS THAN \$1000    | 1/13/2015      | 3     | 4            |
| 201513456 | CRADER, NELSON              | SHOPLIFTING-LESS THAN \$1000    | 8/25/2015      | 6     | 7            |
| 201415823 | CRAFT, TYLER                | SHOPLIFTING-LESS THAN \$1000    | 11/25/2014     | 2     | 3            |
|           | CUFF, LATOYA                | SHOPLIFTING-LESS THAN \$1000    | 7/7/2014       | 2     | 2            |
| 201410610 | CURTIS, BETTYE              | SHOPLIFTING-LESS THAN \$1000    | 8/19/2014      | 1     | 2            |
| 201414188 | DEDMON, CHRISTOPHER         | SHOPLIFTING-LESS THAN \$1000    | 10/21/2014     | 4     | 4            |
| 201513038 | DEPEW, JOSHUA               | SHOPLIFTING-LESS THAN \$1000    | 8/11/2015      | 7     | 8            |
| 201511459 | DRAPER, JACELYN             | SHOPLIFTING-LESS THAN \$1000    | 7/21/2015      | 3     | 7            |
| 201415550 | DUNSON, LADAMIAN            | SHOPLIFTING-LESS THAN \$1000    | 12/9/2014      | 8     | 8            |
| 20158723  | FUQUA, ANTHONY              | RECEIVING STOLEN PROPERTY       | 5/5/2015       | 10    | 22           |
| 20154702  | GHOISTON, LEE               | SHOPLIFTING-LESS THAN \$1000    | 3/10/2015      | 6     | 7            |
| 201416330 | GLADDEN, BILLY              | SHOPLIFTING-LESS THAN \$1000    | 12/9/2014      | 4     | 5            |
| 201414184 | HAMILTON, D'ARTAGMAN        | SHOPLIFTING-LESS THAN \$1000    | 10/21/2014     | 4     | 4            |
| 201416919 | HANDY, TESHARA              | SHOPLIFTING-LESS THAN \$1000    | 12/31/2014     | 9     | 9            |
| 201415558 | HARALSON, WALTER            | SHOPLIFTING-LESS THAN \$1000    | 12/9/2014      | 22    | 23           |
| 201510885 | HARRISON, JOSHUA            | PETTIT LARCENY-LESS THAN \$1000 | 6/23/2015      | 5     | 1            |
| 201415519 | HEMPEL, CHRISTON            | SHOPLIFTING-LESS THAN \$1000    | 11/18/2014     | 2     | 3            |
| 2015167   | HIGGINS, JANE               | SHOPLIFTING-LESS THAN \$1000    | 1/6/2015       | 1     | 2            |
| 20154682  | HOLMES, EMILY               | SHOPLIFTING-LESS THAN \$1000    | 3/10/2015      | 6     | 7            |
| 201415303 | HOWIE, CHRISTINA            | SHOPLIFTING-LESS THAN \$1000    | 11/18/2014     | 7     | 13           |
| 201416111 | JACKSON, BRIANNA            | SHOPLIFTING-LESS THAN \$1000    | 12/2/2014      | 2     | 2            |



|           |                       |                                 |            |    |    |
|-----------|-----------------------|---------------------------------|------------|----|----|
| 201511463 | JOHNSON, JACQUES      | SHOPLIFTING-LESS THAN \$1000    | 7/7/2015   | 2  | 2  |
| 20159500  | JOHNSON, KELVIN       | SHOPLIFTING-LESS THAN \$1000    | 5/19/2015  | 23 | 24 |
| 20158946  | JOHNSTON, JASON       | PETIT LARCENY-LESS THAN \$1000  | 5/5/2015   | 6  | 19 |
| 20154216  | JONES, DAVID          | SHOPLIFTING-LESS THAN \$1000    | 3/3/2015   | 7  | 5  |
| 20158507  | JONES, J T            | SHOPLIFTING-LESS THAN \$1000    | 5/5/2015   | 60 | 71 |
| 201512385 | KAINZ, THOMAS         | SHOPLIFTING-LESS THAN \$1000    | 8/4/2015   | 10 | 10 |
| 201513436 | KESLINGER, CHRISTY    | SHOPLIFTING-LESS THAN \$1000    | 8/25/2015  | 35 | 14 |
| 2015985   | LACEY, ANTONIA        | SHOPLIFTING-LESS THAN \$1000    | 1/27/2015  | 6  | 7  |
| 20158863  | LEE, KEYONTA          | SHOPLIFTING-LESS THAN \$1000    | 5/5/2015   | 6  | 8  |
| 201414719 | LOWE, TERRANCE        | SHOPLIFTING-LESS THAN \$1000    | 11/4/2014  | 5  | 5  |
| 201414717 | MARSH, DARNELL        | SHOPLIFTING-LESS THAN \$1000    | 11/4/2014  | 5  | 5  |
| 20148133  | MCCREE, JORDYN        | SHOPLIFTING-LESS THAN \$1000    | 7/8/2014   | 2  | 3  |
| 2015467   | MCDONALD, JOSHUA      | SHOPLIFTING-LESS THAN \$1000    | 1/13/2015  | 3  | 4  |
| 201511837 | MCHARRIS, BENNIE      | SHOPLIFTING-LESS THAN \$1000    | 7/21/2015  | 8  | 9  |
| 20148410  | MCCLIN, AMBER         | SHOPLIFTING-LESS THAN \$1000    | 7/8/2014   | 2  | 2  |
| 201413855 | MCNAIR, ROBERT        | RECEIVING STOLEN PROPERTY       | 10/21/2014 | 7  | 8  |
| 201415824 | MILLER, HEATHER       | SHOPLIFTING-LESS THAN \$1000    | 11/25/2014 | 2  | 3  |
| 201413305 | MIMS, KINARD          | RECEIVING STOLEN PROPERTY       | 10/7/2014  | 6  | 7  |
| 20149117  | MOORE, DEVAUGHNTE     | SHOPLIFTING-LESS THAN \$1000    | 7/22/2014  | 4  | 4  |
| 201412640 | MOORE, KATONYIA       | SHOPLIFTING-LESS THAN \$1000    | 9/23/2014  | 80 | 25 |
| 201410606 | MOORE, PRINCESS       | SHOPLIFTING-LESS THAN \$1000    | 8/19/2014  | 3  | 4  |
| 2015165   | MORRIS, TIMOTHY       | SHOPLIFTING-LESS THAN \$1000    | 1/6/2015   | 2  | 2  |
| 20148815  | PERRY, JOSEPH         | SHOPLIFTING-LESS THAN \$1000    | 7/22/2014  | 7  | 8  |
| 201415520 | PINKSTON, LASHUN      | SHOPLIFTING-LESS THAN \$1000    | 11/18/2014 | 25 | 26 |
| 201415708 | RHODES, ERIC          | SHOPLIFTING-LESS THAN \$1000    | 11/25/2014 | 5  | 5  |
| 201416524 | ROSS, EZEKIEL         | SHOPLIFTING-LESS THAN \$1000    | 12/16/2014 | 3  | 11 |
| 20159180  | ROSS, EZEKIEL         | SHOPLIFTING-LESS THAN \$1000    | 5/19/2015  | 13 | 14 |
| 20155985  | SLATER, GREGORY       | SHOPLIFTING-LESS THAN \$1000    | 3/24/2015  | 5  | 6  |
| 20155279  | SPILLER, ELLIOT       | SHOPLIFTING-LESS THAN \$1000    | 3/17/2015  | 7  | 8  |
| 201410115 | STEELE, KATHERINE     | SHOPLIFTING-LESS THAN \$1000    | 8/12/2014  | 4  | 4  |
|           | STEPHENS, CAMERON     | SHOPLIFTING-LESS THAN \$1000    | 8/7/2014   | 5  | 6  |
| 20149140  | STYEN, JOHN           | PETIT LARCENY-LESS THAN \$1000  | 7/22/2014  | 4  | 4  |
| 20155114  | SUMMERVILLE, TERRANCE | SHOPLIFTING-LESS THAN \$1000    | 3/10/2015  | 2  | 2  |
| 2015488   | TACKER, AMANDA        | MALICIOUS MISCHIEF-UNDER \$1000 | 3/3/2015   | 10 | 15 |
| 201414259 | TANNER, JAMES         | SHOPLIFTING-LESS THAN \$1000    | 10/21/2014 | 2  | 2  |
| 20157372  | TAYLOR, YOLANDA       | SHOPLIFTING-LESS THAN \$1000    | 4/14/2015  | 1  | 2  |
| 20148403  | THOMPSON, DONNIE      | SHOPLIFTING-LESS THAN \$1000    | 7/15/2014  | 8  | 9  |

|           |                      |                                |            |    |    |
|-----------|----------------------|--------------------------------|------------|----|----|
| 201410611 | THORNTON, SHAKERIA   | SHOPLIFTING-LESS THAN \$1000   | 8/19/2014  | 1  | 2  |
| 20148835  | TILLMAN, LEANTE      | PETIT LARCENY-LESS THAN \$1000 | 7/22/2014  | 6  | 2  |
| 201416112 | TOWNSEND, BREANNA    | SHOPLIFTING-LESS THAN \$1000   | 12/2/2014  | 2  | 2  |
| 20159182  | VANBUREN, JOHNNY     | SHOPLIFTING-LESS THAN \$1000   | 5/12/2015  | 6  | 7  |
| 201415533 | VAUGHAN, JOSEPH      | PETIT LARCENY-LESS THAN \$1000 | 11/25/2014 | 15 | 11 |
| 20156040  | WALKER, JOSHUA       | SHOPLIFTING-LESS THAN \$1000   | 3/24/2015  | 4  | 5  |
| 2015636   | WALKER, TONY         | SHOPLIFTING-LESS THAN \$1000   | 1/21/2015  | 7  | 8  |
| 201416394 | WATSON, DONALD       | SHOPLIFTING-LESS THAN \$1000   | 12/9/2014  | 2  | 1  |
| 20148100  | WHITE, DIXIE         | SHOPLIFTING-LESS THAN \$1000   | 7/8/2014   | 7  | 8  |
| 201415305 | WHITTINGTON, SABRINA | SHOPLIFTING-LESS THAN \$1000   | 11/18/2014 | 8  | 9  |
| 20151093  | WILLIAMS, SHAUWESHA  | SHOPLIFTING-LESS THAN \$1000   | 1/27/2015  | 5  | 6  |
| 20149427  | WOLVERTON, SHERRI    | SHOPLIFTING-LESS THAN \$1000   | 7/29/2014  | 4  | 5  |
| 20155112  | WOODS, KADIESHA      | SHOPLIFTING-LESS THAN \$1000   | 3/10/2015  | 2  | 2  |
| 2015826   | WOODS, WHITNEY       | SHOPLIFTING-LESS THAN \$1000   | 1/21/2015  | 7  | 8  |
| 20153683  | WRIGHT, CASSANDRA    | SHOPLIFTING-LESS THAN \$1000   | 3/3/2015   | 11 | 11 |
| 201510387 | ZAPPIA, FRANK        | PETIT LARCENY-LESS THAN \$1000 | 6/9/2015   | 5  | 6  |



October 24, 2016

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

A handwritten signature in black ink, appearing to be "John R. Neal", written over the printed name.

SUBJECT: Surplus Property - Forfeiture

The following weapon was seized and forfeited to the Ridgeland Police Department August 19, 2016 in reference to case 2016007381 (Possession of Controlled Substance With Intent to Distribute). I respectfully request this weapon be declared surplus property:

**Taurus Judge, .45 caliber, serial number IT155441**

Your consideration and approval will be greatly appreciated.

CC: Anna Robbins

Attachments (2)

115 west school street • ridgeland, ms 39157  
ph: 601.856.2121 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • John R. Neal - chief of police  
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2  
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6





**OFFICE OF THE DISTRICT ATTORNEY**

**MICHAEL GUEST**

DISTRICT ATTORNEY

TWENTIETH JUDICIAL DISTRICT

RANKIN, MADISON COUNTIES

August 22, 2016

Ridgeland Police Department  
Attn: Whitney Tuura  
115 West School Street  
Ridgeland, Mississippi 39157

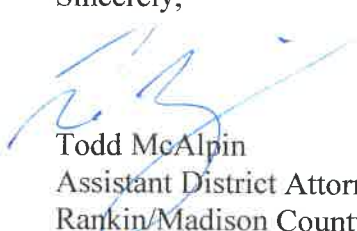
Re: Katherine Vaderzant, Christopher Dolan, Andre Jones, Martin McNair, Eric Grantham,  
Joseph Brown

Dear Whitney,

Please find enclosed *Declarations* in the above matters forfeiting Four Hundred Thirty Dollars (\$430.00), Seven Hundred Fifty Two (\$752.00) Dollars, One Hundred Thirty Eight (\$138.00) Dollars, Five Hundred Twenty One (\$521.00) Dollars, Two Hundred (\$200.00) Dollars, and Five Hundred Ninety Four (\$594.00) Dollars in U.S. Currency and One (1) Taurus Judge bearing Serial # IT155441 to the Ridgeland Police Department.

If you have any questions in this matter, please do not hesitate to call.

Sincerely,

  
Todd McAlpin  
Assistant District Attorney  
Rankin/Madison County District Attorney's Office

Enclosure

STATE OF MISSISSIPPI  
COUNTY OF MADISON

DECLARATION OF FORFEITURE

On May 26, 2016, Notice of Intention to Forfeit Seized Property was given to Joseph Brown by hand delivery, pursuant to Section 41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Request for Judicial Review within thirty (30) days after the receipt of the Notice, or the property described below would be forfeited to the Ridgeland Police Department, Madison County, Mississippi.

More than thirty (30) days have elapsed since the date on which the Notice of Intention to Forfeit Seized Property was first received and no request for Judicial Review has been filed.

IT IS, hereby declared that Five Hundred Ninety Four Dollars (\$594.00) in United States Currency and One (1) Taurus Judge bearing Serial # IT155441 is forfeited to the Ridgeland Police Department, Madison County, Mississippi to be distributed, used, or disposed of according to law and that all property rights of any other person or parties or claims thereto are denied and the property shall be distributed immediately to the Ridgeland Police Department, Madison County, Mississippi.

SO DECLARED, on this the 19 day of August, 2016.

  
District Attorney's Office

**Office of the District Attorney  
Michael Guest, District Attorney  
Post Office Box 121  
Canton, MS 39046  
(601) 859-7838**

STATE OF MISSISSIPPI  
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above named individual, who solemnly and truly declared and affirmed before me that matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this 19<sup>th</sup> day of August, 2016.

Anita Wray, Circuit Clerk  
NOTARY PUBLIC

By: [Signature] D.C.

My Commission Expires:

1.4.20



# RIDGELAND POLICE DEPARTMENT INVESTIGATIVE REPORT

PRINT DATE: 10/24/2016

NUMBER: 2016007381

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Received: 05/26/2016 21:07 Incident No: 2016007381 Signal: 57B  
Dispatched: 05/26/2016 21:07 Location: I-220/HANGING MOSS RIDGELAND  
Enroute: Occurrence: 05/26/2016 21:07  
Arrived: 05/26/2016 21:07 X Coordinate: Y Coordinate:  
Completed: 05/26/2016 21:42  
Status Date/Time: 05/27/2016 21:02 Status: CLEARED BY ARREST Clearance:

## \*\*\*\*\* COMPLAINANT(S) \*\*\*\*\*

ID # RIDGELAND POLICE RIDGELAND POLICE DEPARTMENT,  
115 WEST SCHOOL ST , RIDGELAND MS 391570000  
TYPE OF INDIVIDUAL G

Home/Business  
(601) 856-2121  
(601) 856-2121  
(601) 856-2121

## \*\*\*\*\* OFFENDER \*\*\*\*\*

ID # 2016050625 BROWN, JOSEPH LAMAR  
1414 FIRST EAST , VICKSBURG MS 391800000  
TYPE OF INDIVIDUAL I

Home/Business  
[REDACTED]  
(601)  
[REDACTED]

HATE/BIAS MOTIVATED: NONE CLOTHING: NORMAL  
OFFENDER USED: DRUGS/NARCOTICS

**OFFENSE** 1 OFFENSE (RS #) 41-29-139(A) ATT/COMP C  
POSS OF C/S WITH INTENT TO SEL

## \*\*\*\*\* ARRESTEE REPORT \*\*\*\*\*

ARRESTEE #: 3 NAME: BROWN, JOSEPH LAMAR FINGERPRINT CARD #:  
2016007381 ADDRESS: (STREET, CITY, STATE, ZIP) 1414 FIRST EAST , VICKSBURG MS  
MULTIPLE ARRESTEE SEGMENTS INDICATOR: C SOC. SEC. NUMBER: [REDACTED]  
AGE: 32 +/- 00 SEX: M ETHNICITY: N HEIGHT: 5- 7 WEIGHT: 190 EYES: BROWN HAIR: UNKN  
DOB: [REDACTED] RACE: B RESIDENT STATUS: NON-RESIDENT ARREST DATE: 5/26/2016  
TYPE OF ARREST: ON-VIEW ARREST ARRESTING OFFICER: CRAIG, PATRICK R  
ARREST LOCATION: INTERSTATE 220 MIRANDA DATE/TIME:  
MIRANDA OFFICER: MIRANDA LOCATION:

Arrestee Connected to Offense #: 1 RS #: 41-29-139(A) POSS OF C/S WITH INTENT TO SELL  
ARRESTEE WAS ARMED WITH: UNARM ☐ Auto UNARMED

## \*\*\*\*\* OFFENDER \*\*\*\*\*

ID # 2016050623 BEARD, DAME KIRI  
2727 ALCORN DR. 101 , VICKSBURG MS 391800000  
TYPE OF INDIVIDUAL I

Home/Business  
[REDACTED]  
(601)  
[REDACTED]

HATE/BIAS MOTIVATED: NONE CLOTHING: NORMAL  
OFFENDER USED: NOT APPLICABLE

**OFFENSE** 2 OFFENSE (RS #) 97-35-7 ATT/COMP C  
DISORDERLY CONDUCT-FAILURE TO

# RIDGELAND POLICE DEPARTMENT INVESTIGATIVE REPORT

PRINT DATE: 10/24/2016

NUMBER: 2016007381

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**OFFENSE** 3 OFFENSE (RS #) 63-3-1213 ATT/COMP C  
CARELESS DRIVING

## \*\*\*\*\* ARRESTEE REPORT \*\*\*\*\*

ARRESTEE #: 2 NAME: BEARD, DAME KIRI FINGERPRINT CARD #:  
2016007381 ADDRESS: (STREET, CITY, STATE, ZIP) 2727 ALCORN DR. 101 , VICKSBURG MS  
MULTIPLE ARRESTEE SEGMENTS INDICATOR: C SOC. SEC. NUMBER: [REDACTED]  
AGE: 27 +/- 00 SEX: F ETHNICITY: N HEIGHT: 5- 7 WEIGHT: 185 EYES: BROWN HAIR: MIXED  
DOB: [REDACTED] RACE: B RESIDENT STATUS: NON-RESIDENT ARREST DATE: 5/27/2016  
TYPE OF ARREST: ON-VIEW ARREST ARRESTING OFFICER: CRAIG, PATRICK R  
ARREST LOCATION: INTERSTATE 220 MIRANDA DATE/TIME:  
MIRANDA OFFICER: MIRANDA LOCATION:  
Arrestee Connected to Offense #: 2 RS #: 97-35-7 DISORDERLY CONDUCT-FAILURE TO COMPLY  
ARRESTEE WAS ARMED WITH: UNARM ☐ Auto UNARMED

## \*\*\*\*\* OFFENDER \*\*\*\*\*

ID # 2016050624 JONES, ANDRE DEWAYNE  
202 GREENBRAIR DR. , VICKSBURG MS 391800000  
TYPE OF INDIVIDUAL I

Home/Business

(601)

HATE/BIAS MOTIVATED: NONE CLOTHING: NORMAL  
OFFENDER USED: DRUGS/NARCOTICS

**OFFENSE** 1 OFFENSE (RS #) 41-29-139(A) ATT/COMP C  
POSS OF C/S WITH INTENT TO SEL

## \*\*\*\*\* ARRESTEE REPORT \*\*\*\*\*

ARRESTEE #: 1 NAME: JONES, ANDRE DEWAYNE FINGERPRINT CARD #:  
2016007381 ADDRESS: (STREET, CITY, STATE, ZIP) 202 GREENBRAIR DR. , VICKSBURG MS  
MULTIPLE ARRESTEE SEGMENTS INDICATOR: N SOC. SEC. NUMBER: [REDACTED]  
AGE: 30 +/- 00 SEX: M ETHNICITY: N HEIGHT: 6- 1 WEIGHT: 196 EYES: GREEN HAIR: BROWN  
DOB: [REDACTED] RACE: B RESIDENT STATUS: NON-RESIDENT ARREST DATE: 5/26/2016  
TYPE OF ARREST: ON-VIEW ARREST ARRESTING OFFICER: CRAIG, PATRICK R  
ARREST LOCATION: I-220 MIRANDA DATE/TIME:  
MIRANDA OFFICER: MIRANDA LOCATION:  
Arrestee Connected to Offense #: 1 RS #: 41-29-139(A) POSS OF C/S WITH INTENT TO SELL  
ARRESTEE WAS ARMED WITH: UNARM ☐ Auto UNARMED

## \*\*\*\*\* VICTIM(S) \*\*\*\*\*

ID # RIDGELAND POLICE RIDGELAND POLICE DEPARTMENT,  
115 WEST SCHOOL ST , RIDGELAND MS 391570000  
TYPE OF INDIVIDUAL G

Home/Business

(601) 856-2121

(601) 856-2121

(601) 856-2121

INJURY TYPE(S): ☒ None ☐ Broken Bones ☐ Internal ☐ Lacerations ☐ Minor ☐ Major ☐ Teeth ☐ Unconscious



# RIDGELAND POLICE DEPARTMENT INVESTIGATIVE REPORT

PRINT DATE: 10/24/2016

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**\*\*\*\*\* ASSIGNED OFFICER \*\*\*\*\***

CRAIG, PATRICK R

**\*\*\*\*\* ASSISTING OFFICER \*\*\*\*\***

HALBERT, RYAN

DANIELS, RAY

**\*\*\*\*\* DISPATCHER(S) \*\*\*\*\***

MCCULLOUGH, CRESTON

**\*\*\*\*\* CALL RECEIVED BY \*\*\*\*\***

MCCULLOUGH, CRESTON

**\*\*\*\*\* OTHER PARTY(IES) \*\*\*\*\***

BROOKS, LEANN

# RIDGELAND POLICE DEPARTMENT

## INVESTIGATIVE REPORT

PRINT DATE: 10/24/2016

NUMBER: 2016007381

Page 4

Agency: 4504

Author: CRAIG, PATRICK R

Incident No: 2016007381

Title: POSSESSION OF C/S

Report Type: I

Date Entered: 5/27/2016

On Thursday, May 26, 2016 at approximately 2053 hours, I, Officer Patrick Craig, was traveling southbound on Interstate 220 when I observed a black in color, Toyota Camry [REDACTED]). While traveling behind the vehicle I noticed its passenger side tires crossed over the white fog line. I initiated my emergency equipment with the vehicle coming to a stop on the Hanging Moss exit. I made contact with the driver, identified as Dame Beard [REDACTED]). As I was speaking with Beard, the passenger, identified as Andre Jones [REDACTED] blew marijuana smoke in my face. The rest of the vehicle was full of marijuana smoke.

I had Jones exit the vehicle to speak with me. I asked Jones for permission to search his person. Jones consented to a search of his person. I searched Jones pockets and could feel bags of suspected marijuana that were concealed in his crotch. I then shook Jones pants and two bags of marijuana fell down his right pants leg. Officer Daniels was speaking with the rear seat passenger. I had Officer Daniels assist me with cuffing Jones. Officer Daniels recovered another bag of marijuana. The total weight found on Jones was approximately 35.5 grams of marijuana. I placed Jones in the rear of my patrol car.

I then had the rear seat passenger, identified as Joseph Brown ([REDACTED]) exit the vehicle. I then detained Brown. While I was patting Brown down, Beard exited the vehicle and walked to the rear of her vehicle. Beard then attempted to get back in her vehicle. I advised Beard to come to me several times. Beard refused to comply with my commands. I eventually placed Beard in custody for Disorderly Conduct- Failure to Comply.

Officers searched the vehicle and located another bag of marijuana weighing approximately 23 grams of total weight and several clear plastic bags, commonly used to package narcotics. The marijuana and bags were located directly behind Brown. Officer Daniels advised me that as he was approaching the driver side of the vehicle, he could see Brown stuffing something behind the seat. At this point I placed Brown in custody for Possession of Controlled Substance with Intent to Distribute, due to him having baggies along with the marijuana.

Officer Daniels located a Taurus Judge (serial# IT155441). Officer Daniels ran the firearm on NCIC and it did not return stolen. The firearm contained five .45 Long Colt Hollow Points. Brown stated that the firearm was registered to him. I secured the firearm in my patrol car.

Officer Halbert arrived on scene and transported Beard to RPD headquarters for booking purposes. Also in the vehicle was Beard's son. He was identified as, Deveyon Beard [REDACTED]. Deveyon was released to his aunt, identified as Courtney Beard [REDACTED]. Sledge's Towing arrived on scene and took possession of the vehicle. Officer Daniels completed an RPD impound form and I placed it in the case file.

I transported Jones and Brown to RPD headquarters for booking purposes. Once at RPD headquarters I asked Jones for consent to search his black in color Iphone 4G. Jones consented me to search his phone. While searching Jones phone, I located messages from "Drew". Jones text

# **RIDGELAND POLICE DEPARTMENT**

## **INVESTIGATIVE REPORT**

PRINT DATE: 10/24/2016

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Page 5

Drew- "wat up cuz" and Drew responded "Needed some bud I got strait". These messages lead me to believe that Jones is selling narcotics.

I also asked Brown for consent to search his phone. Brown refused consent to search his phone. I advised Brown I would be logging his phone into evidence until I obtained a search warrant for his phone. I logged Brown's black and silver LG into evidence.

While in booking, Corporal Wilkerson and I counted Jones' money and placed \$138.00 in US currency in an evidence bag. Corporal Wilkerson and I also counted Brown's money and placed \$594.00 in US currency in an evidence bag.

Brown and Jones were given no bond and were transported to Madison County Detention Center. Beard was given a \$2000.00 written bond, which she posted with Cuff Cracker Bonding Company. They are scheduled to appear in Ridgeland Municipal Court on June 14, 2016 at 0830 hours. The phone, marijuana and baggies, firearm, ammunition, and US currency were logged and secured in Evidence Locker #7.

I signed an affidavit against Jones and Brown for Possession of Controlled Substance with Intent to Sell. I also issued Beard a citation for Careless Driving (# 255102) and I signed an affidavit against her for Disorderly Conduct- Failure to Comply. I provided Jones a notice of forfeiture for \$138.00 in US currency and I provided Brown with a notice of forfeiture for \$594.00 in US currency.



October 24, 2016

TO: Mayor & Board of Aldermen  
FROM: John R. Neal, Chief of Police   
SUBJECT: Memorandum of Understanding – FBI Task Force

Please review for approval the attached Memorandum of Understanding between the City of Ridgeland Police Department and Federal Bureau of Investigation Jackson Safe Streets Task Force.

Your consideration and approval will be greatly appreciated.

CC: Lt. Tony Willridge  
Det. Mark Penn

115 west school street • ridgeland, ms 39157  
ph: 601.856.2121 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • John R. Neal - chief of police  
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2  
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

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**FEDERAL BUREAU OF INVESTIGATION  
JACKSON SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Ridgeland Police Department (RPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Jackson Safe Streets Task Force (SSTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.



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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Jackson Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

**B. Case Assignments**

11. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
13. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

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14. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

16. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. SSTF investigative leads outside of the geographic areas of responsibility for FBI Jackson Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
27. SSTF investigative records maintained at the Jackson Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.
29. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

### **INFORMATION SHARING**

32. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

### **PROSECUTIONS**

38. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the

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evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.

40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

44. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

---

<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.



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45. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

### **DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

### **DEPUTATIONS**

48. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
49. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

### **VEHICLES**

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SSTF personnel will require the execution of a separate Vehicle Use Agreement.
51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SSTF personnel, except where liability may fall

#### **FOR OFFICIAL USE ONLY**

under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

#### **SALARY/OVERTIME COMPENSATION**

55. The FBI and LEA remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

#### **PROPERTY AND EQUIPMENT**

57. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

#### **FUNDING**

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by

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each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

### **FORFEITURES**

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

### **DISPUTE RESOLUTION**

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

### **MEDIA RELEASES**

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

### **SELECTION TO SSTF AND SECURITY CLEARANCES**

65. If an LEA candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

**FOR OFFICIAL USE ONLY**

68. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSTF personnel.
73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named

## FOR OFFICIAL USE ONLY

Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Jackson Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

74. Liability for any conduct by SSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

### DURATION

75. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

### MODIFICATIONS

78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

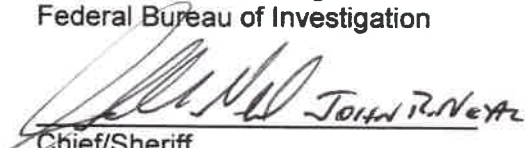


**FOR OFFICIAL USE ONLY**

**SIGNATORIES**

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief/Sheriff  
Law Enforcement Agency

24 OCT 2016  
Date



police department

October 24, 2016

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – UMC Mind Center (5K Run)

I have attached a request for a Special Event Permit from Melissa Robinson with the Mind Center at University Medical Center. This event is a 5K run scheduled Thursday, November 3, 2016 at Reservoir Pointe from 5:30 p.m. to 6:45 p.m. Attached is the route for your review.

Mrs. Robinson is expecting approximately 150 participants and has rented the building at Reservoir Pointe which will be open for use of facilities. Volunteers will be responsible for setting up and cleaning up upon conclusion of the event.

This event will not generate overtime for the police department and the on-duty traffic officers will be available to assist. Checks in the amounts of \$100.00 and \$1,000.00 representing requisite filing fee and bond money are attached. Also included is the Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (1)

115 west school street • ridgeland, ms 39157  
ph: 601.856.2121 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • John R. Neal - chief of police  
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2  
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

**City of Ridgeland Application for  
SPECIAL EVENTS PERMIT  
(Please Allow 3 Weeks for Approval)**

Name & Address  
Of  
Individual/Business: The MIND CENTER AT UMMC  
2560 N State Street  
Jackson, MS 39216

Type of Event: (Details) 5K Run

Location of Event: Reservoir Pointe  
140 Madison Landing Circle 39157

Date(s) of Event: November 3, 2016 to 4 PM Race starts promptly @ 5:30 PM

Hours of Event: November 3, 2016 to 9 PM Course for race will close at 6:45 PM

Estimated Crowd Size: 100 - 150 pp

What arrangements will be made for adequate restroom facilities: Yes. We have rented Reservoir Pointe and can use their facilities.

What arrangements will be made for clean-up at completion of event: Volunteers will be readily available for cleaning.

Contact Person: Melissa Robinson Phone: 601-815-4299

Signature of Contact Person: [Signature] Date: 10/12/16

***You must do the following before your application will be considered:***

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant must post a bond in the minimum amount of One Thousand Dollars (\$1,000.00). Please submit a separate check in that amount made payable to the City of Ridgeland with your special event application. This is to insure that the event area is immediately cleaned up after its conclusion and any City employee who works overtime as a result of the special event will be compensated from the bond proceeds.
- 5). Submit the above application and information to the Patrol Division Commander with a non-refundable filing fee of One Hundred Dollars (\$100.00), together with the above referenced bond. Upon receipt, the Patrol Division Commander and/or his designee will review and make a

recommendation to the Chief who will review the application and present same to the Board of Aldermen for subsequent approval. Please allow a minimum of three weeks to complete this process.

- 6). If the event will involve a race and/or walk, please submit a map reflecting the proposed route, together with a description of the route. If any portion of the route will include portions of the Natchez Trace, you must first obtain approval from the Natchez Trace Chief (Phone No. 662-680-4014; Ridgeland Office: 601-856-7321) and documentation reflecting this approval must be submitted with the application.
- 7). If the event is to be held at Old Trace Park, you must first seek approval from PRVWSD Parks & Recreation (601-856-6319) and obtain a facility use application which must be submitted with your application.

☒ Approved Chief of Police or Designee

☐ Denied Date: 25 OCT 2016

\*A copy of the Special Events Ordinance should be attached to this permit when applicant receives it.

**Ridgeland Police Department**  
**Application for**  
**PERMIT to PLAY ON PREMISES MUSIC**

Date of Application: 10-13-16

Permit Applicant: The MIND Center at UMMC

Applicant Address: 2500 N. State Street Jackson MS 39216 Phone #: 601-815-4299

Name of Individual Responsible for On-Premises Activity: Melissa Robinson  
(This person must be present at all times)

Name of Business: Reservoir Pointe

Business Address: 140 Madison Landing Circle Ridgeland MS 39157

Business Telephone: 601-898-1934

Date(s) of Activity: Thursday, Nov. 3, 2016 to Thursday, Nov. 3, 2016

Hours of Operation: 4 p.m. to 9 p.m. \*\* music will just be from 6-9 p.m.

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: \_\_\_\_\_

Description of premises where activity is scheduled: We will be hosting a post run event at Reservoir Pointe  
We will have live music. It will be inside of the building but the doors to outside deck will be open

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: We can close the doors if the neighbors feel the noise is too loud. This band has played several times at the location and knows the sound ordinances to adhere to.

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

**The Chief of Police shall have the authority to revoke any permit issued.**

  
Applicant's Signature

10-13-16

Date

☒ APPROVED

☐ DENIED

Chief of Police or Designee

Date 24 OCT 2016



## **The MIND Center: Brawn and Bubble 5k**

### **Traffic Plan/Parking Control**

The race will be conducted at Reservoir Pointe using the Old Park Trail, Public Parking Lot and along Dyke Road.

Because we will be doing an out and back course, we will likely need officers in the public parking lot and near the entrances onto Dyke Road from Rice Road.

Notifications have been made to all the businesses in that area including: Cock-of-the-Walk, The Lake House and Pelican Cove. We will also be alerting via a flyer and signs the neighborhood residents.

### **Outdoor Music**

We will have live music. It is currently set to be inside with the doors to the outside deck will be open. We will comply with the noise ordinance of Ridgeland, Mississippi.

### **Race Partners/Aid Station**

We are partnering with the Reservoir County Fire Department of Rankin County. They will have volunteers working as first responders at our aid station.

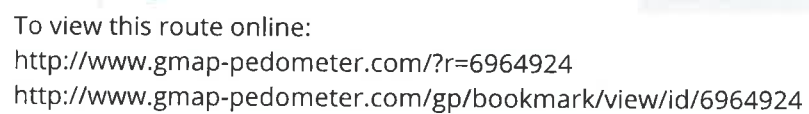
## Brawn and Bubbles 5k

- 1) Start at the driveway of Reservoir Pointe and go right on Madison Landing Circle
- 2) Take right at Post Road onto Hike and Bike Trail
- 3) Follow along the trail and then take the second trail entrance off of Post Road onto Oak Park Trail
- 4) Follow the trail along the path until you return back to the main parking lot and take a right following the cones along the edge of the lot (MILE 1)
- 5) Continue along Madison Landing Circle, and then turn onto Dyke Road
- 6) Follow Dyke Road until it ends at cul-de-sac and follow cones back (MILE 2)
- 7) Continue on Dyke Road and the race ends back at the drive way of Reservoir Pointe.



man reinvest  
come into the  
support a woman on Kiva

OUT  
BACK



UNIVERSITY OF MISSISSIPPI FOUNDATION  
(UMMC FUND)  
DEVELOPMENT ACCOUNTING

To:

City Of Ridgeland

10/13/2016

119897

| INVOICE NUMBER | DATE       | DESCRIPTION                   | AMOUNT            | DISCOUNT      | NET AMOUNT        |
|----------------|------------|-------------------------------|-------------------|---------------|-------------------|
|                | 10/13/2016 | Bond fee for Officer overtime | \$1,000.00        | \$0.00        | \$1,000.00        |
|                |            | <b>Totals:</b>                | <b>\$1,000.00</b> | <b>\$0.00</b> | <b>\$1,000.00</b> |

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

UNIVERSITY OF MISSISSIPPI FOUNDATION (UMMC FUND)  
DEVELOPMENT ACCOUNTING  
2500 NORTH STATE STREET  
JACKSON, MS 39216

REGIONS BANK  
JACKSON, MISSISSIPPI

85-543/653

119897

| CHECK DATE    | CHECK NO. |
|---------------|-----------|
| 10/13/2016    | 119897    |
| CHECK AMOUNT  |           |
| \$** 1,000.00 |           |

PAY \*\*One thousand and 00/100 Dollars\*\*

City Of Ridgeland

TO  
THE  
ORDER  
OF

  
\_\_\_\_\_  
Robert M. Schoney  
AUTHORIZED SIGNATURE



⑈ 119897 ⑈ ⑆065305436⑆ 0055106986⑈



UNIVERSITY OF MISSISSIPPI FOUNDATION  
(UMMC FUND)  
DEVELOPMENT ACCOUNTING

To: City Of Ridgeland

10/13/2016

119898

| INVOICE NUMBER | DATE       | DESCRIPTION                   | AMOUNT          | DISCOUNT      | NET AMOUNT      |
|----------------|------------|-------------------------------|-----------------|---------------|-----------------|
|                | 10/13/2016 | Special Event Application Fee | \$100.00        | \$0.00        | \$100.00        |
|                |            | <b>Totals:</b>                | <b>\$100.00</b> | <b>\$0.00</b> | <b>\$100.00</b> |

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

UNIVERSITY OF MISSISSIPPI FOUNDATION (UMMC FUND)  
DEVELOPMENT ACCOUNTING  
2500 NORTH STATE STREET  
JACKSON, MS 39216

REGIONS BANK  
JACKSON, MISSISSIPPI

85-543/653

119898

| CHECK DATE   | CHECK NO. |
|--------------|-----------|
| 10/13/2016   | 119898    |
| CHECK AMOUNT |           |
| \$** 100.00  |           |

PAY \*\*One hundred and 00/100 Dollars\*\*

City Of Ridgeland

TO  
THE  
ORDER  
OF

*Robert M. Elhage*  
AUTHORIZED SIGNATURE



⑈ 119898 ⑈ ⑆065305436⑆ 0055106986⑈



October 24, 2016

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Southern AgCredit (Half Marathon)

I have attached a request for a Special Event Permit from Kim Webb with Southern AgCredit. This event is a ½ marathon scheduled Saturday, December 3, 2016 from 8:00 a.m. to 12:00 p.m. The marathon will begin at Madison Central High School where participants will run south on Highland Colony Parkway to Business Park and return via same route.

Participants will pick up their packets on Friday, December 2, 2016 throughout the day at Southern AgCredit located at 402 West Parkway Place from 8:00 a.m. to 8:00 p.m. They will have a small sound system at the office to announce names of participants as they arrive to pick up their packets on this date.

Mrs. Webb is expecting a crowd of approximately 500 throughout the day and Southern AgCredit will be open for use of their facilities to accommodate the “come-and-go” participants. Southern AgCredit staff and volunteers will be responsible for setting up and cleaning up upon conclusion.

This event will generate overtime for the police department as there are twelve (12) posts that need to be manned for approximately 4 hours each for participant safety. At a rate of \$27.00 per hour, the approximate cost of overtime will be \$1,296.00

Checks in the amounts of \$100.00 and \$1,000.00 representing requisite filing fee and bond money are attached. Also included is the Permit to Play On-Premises Music.

Your consideration and approval will be greatly appreciated.

CC: Lt. Brian Myers

Attachments (1)

115 west school street • ridgeland, ms 39157  
ph: 601.856.2121 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • John R. Neal - chief of police  
board of aldermen: D.L. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2  
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

**City of Ridgeland Application for  
SPECIAL EVENTS PERMIT  
(Please Allow 3 Weeks for Approval)**

Name & Address Of Individual/Business: Southern AgCredit

Type of Event: (Details) Half Marathon - packet pick up + pre party

Location of Event: 402 W. Parkway Place  
Ridgeland, MS 39157

Date(s) of Event: December 2<sup>nd</sup> - 3<sup>rd</sup> to \_\_\_\_\_

Hours of Event: 8:00 am to 8:30 p.m.

Estimated Crowd Size: 500 - pick up + go throughout the day

What arrangements will be made for adequate restroom facilities: We have restrooms in office

What arrangements will be made for clean-up at completion of event: We "employees + volunteers" clean up.

Contact Person: Kim Webb Phone: 601-826-0006

Signature of Contact Person: Kim Webb Date: 9/12/16

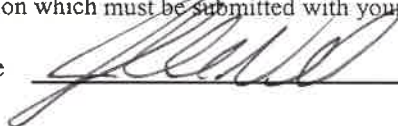
***You must do the following before your application will be considered:***

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant must post a bond in the minimum amount of One Thousand Dollars (\$1,000.00). Please submit a separate check in that amount made payable to the City of Ridgeland with your special event application. This is to insure that the event area is immediately cleaned up after its conclusion and any City employee who works overtime as a result of the special event will be compensated from the bond proceeds.
- 5). Submit the above application and information to the Patrol Division Commander with a non-refundable filing fee of One Hundred Dollars (\$100.00), together with the above referenced bond. Upon receipt, the Patrol Division Commander and/or his designee will review and make a

recommendation to the Chief who will review the application and present same to the Board of Aldermen for subsequent approval. Please allow a minimum of three weeks to complete this process.

- 6). If the event will involve a race and/or walk, please submit a map reflecting the proposed route, together with a description of the route. If any portion of the route will include portions of the Natchez Trace, you must first obtain approval from the Natchez Trace Chief (Phone No. 662-680-4014; Ridgeland Office: 601-856-7321) and documentation reflecting this approval must be submitted with the application.
- 7). If the event is to be held at Old Trace Park, you must first seek approval from PRVWSD Parks & Recreation (601-856-6319) and obtain a facility use application which must be submitted with your application.

☒ Approved Chief of Police or Designee

  
\_\_\_\_\_

☐ Denied      Date: 26 OCT 2016

\*A copy of the Special Events Ordinance should be attached to this permit when applicant receives it.

**Ridgeland Police Department**  
**Application for**  
**PERMIT to PLAY ON PREMISES MUSIC**

Date of Application: 9/14/16

Permit Applicant: Southern AgCredit - Kim Webb

Applicant Address: 402 W. Parkway Place Ridgeland Phone #: 601-499-2850

Name of Individual Responsible for On-Premises Activity: \_\_\_\_\_  
(This person must be present at all times)

Name of Business: Southern AgCredit

Business Address: 402 W. Parkway Place Ridgeland, MS 39157

Business Telephone: 601-499-2850

Date(s) of Activity: December 2<sup>nd</sup> & 3<sup>rd</sup> to \_\_\_\_\_

Hours of Operation: 8:00 am to 8:00 pm

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: \_\_\_\_\_

Description of premises where activity is scheduled: Office parking lot

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: Will only be  
a sound system with 2 small speakers.

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

**The Chief of Police shall have the authority to revoke any permit issued.**

Kim Webb  
Applicants Signature

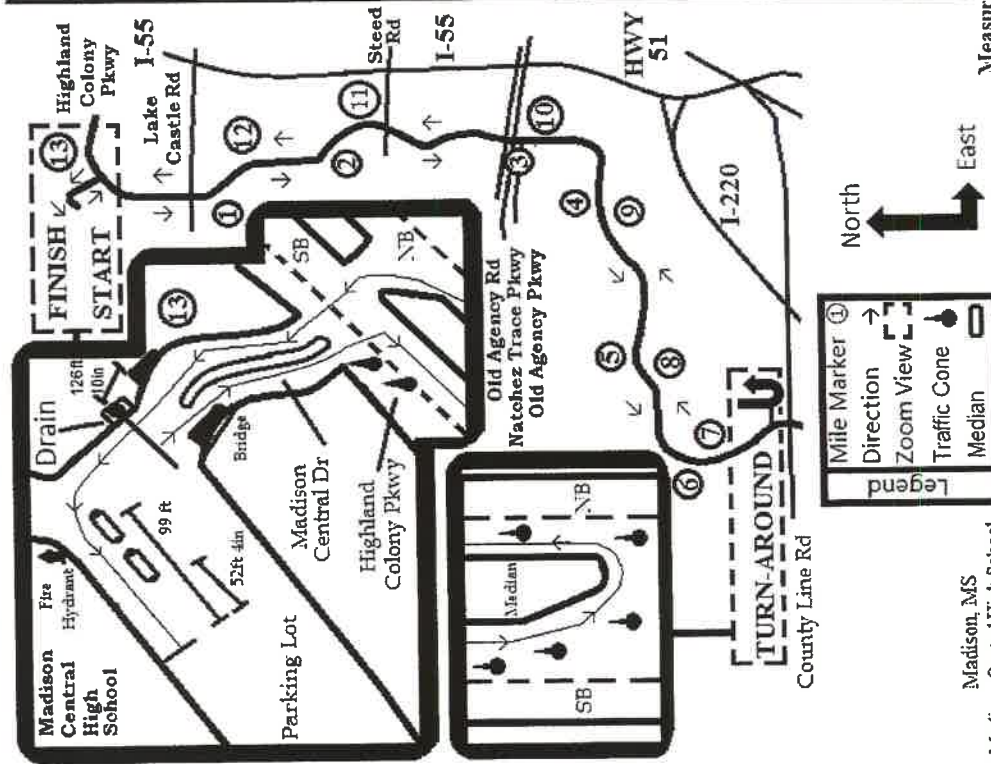
9/14/16  
Date

☒ APPROVED  
☐ DENIED

Chief of Police or Designee [Signature]  
Date 26 OCT 2016



# SOUTHERN AGCREDIT FIT FOR AGRICULTURE HALF-MARATHON - DECEMBER 14, 2013



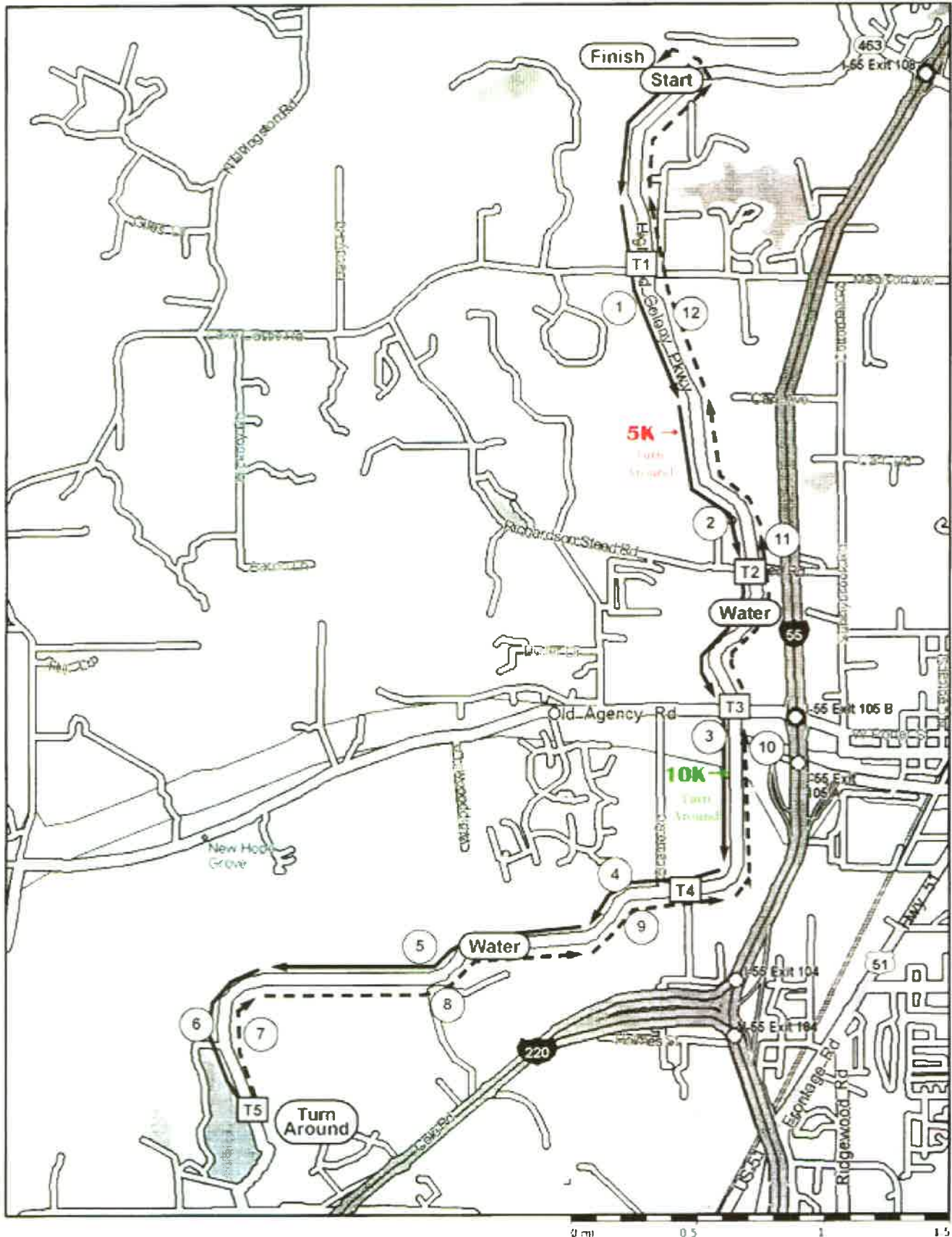
Madison, MS  
Madison Central High School

| Notes        | <ul style="list-style-type: none"> <li>N = North, S = South, NB = Northbound, SB = Southbound, HCP = Highland Colony Parkway</li> </ul>                                                                                                                                                                       |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Restrictions | <ul style="list-style-type: none"> <li>Participants are restricted to the south lanes of the median exiting the school grounds. They also cross directly to the left lane heading SB on HCP traffic cones and Ridgeland Police Department confine traffic to left center lanes SB and NB on HCP.</li> </ul>   |
| START        | <ul style="list-style-type: none"> <li>On Madison Central Dr entering the Madison Central School grounds, heading east toward HCP. Parallel to the storm drain located on the west side of the road. 126 ft 10in west of the edge of the bridge on Madison Central Dr entering the school grounds.</li> </ul> |
| Mile 1       | <ul style="list-style-type: none"> <li>171 ft N of 1st drain SB on HCP. 0.39mi N of Present at Colony Park</li> </ul>                                                                                                                                                                                         |
| Mile 2       | <ul style="list-style-type: none"> <li>31.5 ft N of parking lot curb located N side of Bancorp South lot SB on HCP</li> </ul>                                                                                                                                                                                 |
| Mile 3       | <ul style="list-style-type: none"> <li>41 ft N of Old Agency Pkwy SB on HCP</li> </ul>                                                                                                                                                                                                                        |
| Mile 4       | <ul style="list-style-type: none"> <li>88 ft N of Hanover Cir sign SB on HCP</li> </ul>                                                                                                                                                                                                                       |
| Mile 5       | <ul style="list-style-type: none"> <li>4 ft south of fire hydrant SB on HCP. 0.07mi N of Business Communications</li> </ul>                                                                                                                                                                                   |
| Mile 6       | <ul style="list-style-type: none"> <li>36.5 ft N of light pole #267 SB on HCP</li> </ul>                                                                                                                                                                                                                      |
| TURN-AROUND  | <ul style="list-style-type: none"> <li>First median cross over north of the intersection of HCP and Cole Road. North of County Line Road. S of Business Park Dr.</li> </ul>                                                                                                                                   |
| Mile 7       | <ul style="list-style-type: none"> <li>65 ft N of light pole #269 NB on HCP</li> </ul>                                                                                                                                                                                                                        |
| Mile 8       | <ul style="list-style-type: none"> <li>27 ft S of utility box and 200 ft S of Business Communications NB on HCP</li> </ul>                                                                                                                                                                                    |
| Mile 9       | <ul style="list-style-type: none"> <li>56 ft N of Highland Home sign NB on HCP</li> </ul>                                                                                                                                                                                                                     |
| Mile 10      | <ul style="list-style-type: none"> <li>117 ft S of Old Agency Pkwy NB on HCP</li> </ul>                                                                                                                                                                                                                       |
| Mile 11      | <ul style="list-style-type: none"> <li>19 ft S of East Parkway P1 street sign NB on HCP</li> </ul>                                                                                                                                                                                                            |
| Mile 12      | <ul style="list-style-type: none"> <li>108 ft S of drain N of Present at Colony Park NB on HCP</li> </ul>                                                                                                                                                                                                     |
| Mile 13      | <ul style="list-style-type: none"> <li>39.5 ft east of bridge on Madison Central Dr next to traffic median entering the school grounds</li> </ul>                                                                                                                                                             |
| FINISH       | <ul style="list-style-type: none"> <li>99 ft S of fire hydrant. 52 ft 4in S of 2nd traffic island in parking lot. On section of the parking lot which has the closest parking to the school building. Heading south in the school parking lot on the drive nearest the school and sidewalk.</li> </ul>        |

Measured by Caleb Hammons - MS Race Timing LLC on August 17, 2013  
and Meagan Null. E-mail: info@msracetiming.com ph: (601) 826-1983

# Half Marathon • 10K • 5K

Madison Central High School  
Highland Colony Parkway



023039

SOUTHERN AGCREDIT, FLCA  
402 W. PARKWAY PLACE  
RIDGELAND, MS 39157

JPMORGAN CHASE BANK, N.A.

ACCOUNTS PAYABLE

56-1544/4

Date: 9/20/2016

\$100.00

Pay: One Hundred Dollars and No Cents

TO THE ORDER OF

CITY OF RIDGELAND  
P. O. BOX 217  
RIDGELAND MS 39158-0217

BY

TWO SIGNATURES REQUIRED IF OVER \$25,000.00

BY

⑈023039⑈ ⑆044115443⑆

790383731⑈

023040

SOUTHERN AGCREDIT, FLCA  
402 W. PARKWAY PLACE  
RIDGELAND, MS 39157

JPMORGAN CHASE BANK, N.A.

ACCOUNTS PAYABLE

56-1544/4

Date: 9/20/2016

\$1,000.00

Pay: One Thousand, Dollars and No Cents

TO THE ORDER OF

CITY OF RIDGELAND  
P. O. BOX 217  
RIDGELAND MS 39158-0217

BY

TWO SIGNATURES REQUIRED IF OVER \$25,000.00

BY

⑈023040⑈ ⑆044115443⑆

790383731⑈

# A Reed Exterminating Co Inc Proposal | 2016

Submitted To:

**City Of Ridgeland, MS**

**City Purchasing Dept.**  
P O Box 217  
Ridgeland, MS 39158  
Attn: RENEE BUCKNER

## Proposal for Pest Control Services



Submitted By:

**Reed Exterminating Co Inc**

**President: Reginald Reed**  
P.O. Box 5734/839 N Broadway  
Greenville, Mississippi  
Office: 662-332-2147 Fax: 662-335-1688  
Email: [mail@reedexterminating.com](mailto:mail@reedexterminating.com)

**Deadline: August 09, 2016 @ 10:00 a.m.**



## ORGANIZATIONAL VALUES

- \*We focus on high levels of achievement and contributions from our employees
- \*We conduct our business with uncompromising integrity
- \*We achieve our common objectives through teamwork
- \*We encourage flexibility and innovation while never losing sight of our responsibility to our clients, which is our ultimate goal.

## MISSION STATEMENT

**We are a customer-driven company**

- \*To protect the health and well-being of our communities
- \*To be the most professional pest management firm possible
- \*To respect customers and fellow employees equally
- \*To maintain the most progressive services possible
- \*To maintain the environment by using Go-Green environmentally safe chemicals

## GOALS

- \*Expand office locations over the state of Mississippi
- \*To expand and create job opportunities in MS, TN, LA, AR, GA, TX, AL
- \*To offer the best possible service to all our customers at affordable prices
- \*To offer excellent pest control service with optional services if needed



Reed is DBE (Disadvantaged Business Enterprise) certified in:  
Mississippi, Arkansas, Louisiana, Tennessee, Alabama

*Please visit our [website@www.reedexterminating.com](http://www.reedexterminating.com)*



## Introduction to Reed Exterminating Co. Inc. Company Profile

Reed Exterminating Company, Inc. (REC, Inc.) was established in 1985, boasting more than 28 years of experience in pest, termite, and mosquito control management. REC, Inc. main office is located at 839 N. Broadway (physical), P.O. Box 5734(mailing) Greenville, MS 38704 with a second office location of 2500 Mt Moriah Suite H241, Memphis, TN 38115. The email address is [mail@reedexterminating.com](mailto:mail@reedexterminating.com). REC, Inc. has provided pest control services throughout all of Arkansas in a professional, ephemeral and integrity-driven manner, which has expanded his clientele base throughout 7 states. REC, Inc. is licensed and bonded in Arkansas, Mississippi, Tennessee, Louisiana, Alabama, Texas, Georgia, with \$2,000,000 liability coverage in each state.

Reed Exterminating Co Inc. is compiled of 5 administrative staff members, 10 technicians, 2 managers, 2 Hud Certified Inspectors, and 1 environmentalist. Mr. Reginald Reed ( AKA Reggie Reed) President and Founder of Reed Exterminating Company, Inc. *Reed Exterminating Co Inc. possesses numerous certifications, Including mosquito control applications, pest control applications, as well as a Hub Zone certification. Mr. Reed is a member of the Arkansas Building Authority, Arkansas-Mississippi Minority Supplier Development Council, Mississippi Development Authority, DBE Certified in Arkansas, Mississippi, Tennessee, and Louisiana (TNUP) Tennessee Uniform Certification, and. Certified Minority Business Enterprise, Mississippi, Arkansas, Tennessee and the National Pest Control Associations, Certified Inspector for the Mississippi Department of Environmental Quality, Certified Mold and Lead Base Paint Inspector, Member of Environmental Solutions, Licensed Lead Base Paint Renovator-certified with the Mississippi Department of Environmental Quality, Asbestos Inspector with additional other certifications and licensures.*

In view of the environment and the well-being of our customers, we have implemented IPM (Integrated Pest Management) for treating our customer's homes and businesses. We are a total service provider providing a complete range of quality pest management services to satisfy all of your pest control needs including the following:

Roaches-Ants-Spiders \*Bed Bug Inspections & Treatments\* Mosquito Control \* Pest Identification \* Pest Exclusion \* Rodent Management - Norway Rats, Roof Rats, & House Mice \* Stored Product Pest Management \*WDIR Reports (Clearance Letter)\* Termite Treatments\*Wood Fungus\*Carpenter Ant Treatments\* Termite Repair Plan Guarantees\* Termite Retreatment Contracts\* Soil Treatments Contracts with Guarantees\*Moisture Treatments. **REC Inc. only uses EPA state regulated chemicals**

REC, Inc. currently works with various schools. These include: These services include pest control, termite treatments, and inspection services. Termite Treatments and WDIR reports are also performed by REC Inc., for HUD in the states of Mississippi, Arkansas, Tennessee, Alabama, and Louisiana.

As respected professionals, we at REC, Inc., we understand that our service is only as good as those providing it. We pride ourselves on the high retention rate of our Service Representatives, permitting you to have a long term partnership with the person servicing your account.

## Introduction to Reed Exterminating Co. Inc. Staff Profile

Reed Exterminating is compiled of 16 employees including administrative, part-time and full-time technicians. Included in these are certified Hud Inspectors, licensed lead-based paint inspector, licensed mold inspectors, licensed asbestos inspector, DBE Certified by the Department of Transportation;

### **Reginald Reed (AKA Reggie Reed)**

**President and Founder** for over 28 years-Service and Sales Technician-Manager over routes for all seven States, Quality Control Inspector, Sales Technician,

### **Sandra Reed**

**Regional Director of Marketing for 9 years** Responsible for sales and coordination of customers and staff between jobs. Coordinator for execution of startup of unique jobs, responsible for customer service and quality control

### **Derek Smith**

**Technician Supervisor for 15 years** Responsible for coordinating route schedules, customer service, oversees truck maintenance, service and sales technician, and various other duties.

### **Darryl Raggs**

**Lead Technician for 10 years** Responsible for coordinating route schedules, customer service, sales, chemical inventory and various other duties.

### **Carolyn Moy**

**Office Manager for 12 years** Responsible for coordinating appointments with customers, secretaries, and technicians, accounts receivables, proposals, customer service, various duties.

## Additional Registered Staff with the Mississippi Department of Agriculture Board

| TECNICIANS        | YEARS WITH THE COMPANY |
|-------------------|------------------------|
| Derek Smith       | 15 years               |
| Darryl Raggs      | 10 years               |
| Lawrence Esters   | 25 years               |
| Leslie Ray        | 5 years                |
| Wilbert Burris    | 5 years                |
| Calvin Atkins     | 2 years                |
| Reginald Reed Jr. | 5 years                |
| Michael House     | 3 years                |
| Dwayne Esters     | 3 years                |
| Jesse Robinson    | 2 years                |
| Louis Esters      | 25 years               |

## INTEGRATED PEST MANAGEMENT

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

Reed Exterminating Company, Inc. will inspect and provide general pest treatments for cockroaches, rats, mice, common ants and common spiders. These services are to include Roaches, wasps, bees, flies, and mice, rats, crawling and flying insects. In the event that additional services are necessary between regular scheduled services, they will be provided at no additional charges.

**Excluded are bedbugs, fleas, carpenter ants, termites, and brown recluse and black widow spiders.** Services for excluded pests can be provided at an additional cost if needed.

*The IPM revolves around regular facility inspections. These inspections are the engine for an ongoing cycle of IPM activities that may or may not include chemical treatments such as:*

1. *Inspections*
2. *Pest Identification*
3. *Selection of Control Methods*
4. *Monitoring*
5. *Evaluation*

**Inspections** A thorough inspection will be performed by Reed's technician(s) on each scheduled visit. The inspection results will determine the appropriate treating methods to be used

**Pest Identification** Once the pest is identified and the source of the activity is pinpointed, the treatment policy should call for habitat modifications such as exclusion, repair or better sanitation. These countermeasures can greatly reduce pest presence before chemical responses are considered.

### **Selection of Control Method**

## **SCOPE OF SERVICES**

**ROACH AND ANT CONTROL:** For control methods of each school, Reed will inspect and perform a thorough inspection for infestations.

Step 1. Reed will begin with cafeteria areas and kitchenettes. After identifying pest problems in these areas, the first method of control will include treating all cracks – beginning with baseboards and cracked ceiling areas if necessary.

Step 2. After this has been completed all drain areas will be treated.

Step 3. A crack and crevice treatment of all cabinets and drawers will be performed.

Step 4. Treatment of kitchen equipment using a fog method and treating legs and wheels of applicable equipment. These areas are problematic spaces because of their seclusion from chemical sprays.

Step 5. Garbage holders will be treated inside and around the wheels. Monitor traps will be placed to deter additional infestations.

Step 6. To control rodents in pantry and storage areas, glue boards and baited bait stations will be used to control these areas. Boards and Stations will be checked and maintained monthly basis.

Step 7. Additional measures of crack & crevice treatments, roach and ant bating methods, dusting wall boards for crawling insects and corking cracks and crevice areas in cafeterias, kitchenettes and break rooms will be done to ensure control.

All chemicals are EPA registered. With continued usage of the same chemicals, roaches will build up a resistance to those chemicals if used over a period of time. Rotating our baits every three months ensures that roaches will not build up a resistance to one specific bait; additional treatments for Canton School District will be performed according at no additional charge.

**FLY CONTROL:** Reed will use fly dispensers in certain areas and for crawling pest glue boards, crack and crevice treatments, and pest sightings.

**RODENT CONTROL:** Reed will use several different control methods (glue boards, and/or bait placements) as needed on the interior. Exterior rodent stations will be used at if necessary on the exterior of units.



Rodents can be controlled in many situations using traps alone. Depending on the situation, snap traps, multiple catch traps, glue traps, liquid bait stations or tamper-resistant bait stations may be used in varying combinations, numbers and intervals. Bait and bait traps will be used around dumpster areas ere rodent problems might be abundant.

**SPIDERS:** Spider Control will be done with interior sprayings in classrooms and offices. Exterior Perimeter treatments will be done with a minimum 20 foot range from building up to 10 to 15 feet high.

**BEEES, AND WASP SERVICE** Reed's technician(s) will treat wasps if accessible to them or equipment and a certified operator is furnished to gain access to them and priced per job as needed.

**\*\*\*NOTE\*\*\*** *Wasp services will be done on a as needed basis priced per job.*

**Monitoring Insects** that appear on grounds will be monitored and treated with notated areas of infestations beginning of the first week of October. Control measures control measures will be taken bi-weekly monitoring and baiting of new activity. In addition, to resolve this problem, additional fire ant granules may be required. Monitoring the information you gain through continuous monitoring of the problem using glue boards, crack and crevice treatments, and pest sightings, will help determine additional treatment options if needed. For an infestation of crawling pests will be controlled by insect monitors (pheromone traps) especially in cafeterias, kitchens, offices, and classrooms.

**Evaluation** In order to maintain a fully functional IPM system, Reed would suggest City of Ridgeland's staff members be included in the prevention of pest buildup. Non-integrated pest control programs tend to focus on killing pests while ignoring the reasons why pests are there in the first place, which doesn't do much to prevent recurring problems. This can be accomplished by removing or altering the conditions that attract or are conducive to pest infestations. IPM practitioners can better cure existing infestations and prevent future ones. Prevention tactics should include a log available to the staff for pest sightings, corking crack and crevice areas, glue boards, removal of debris around dumpster areas, and cleaning in food storage areas. By eliminating or at least reducing toxic chemicals including pesticides in our facilities, we create a safer environment for students and staff.

**MSDS (Material Safety Data Sheets) will be provided on all chemicals used on site.**

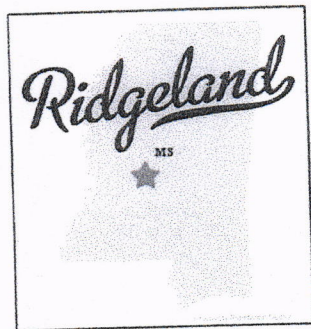
After each regular visit, the technician will describe deficiencies in housekeeping, maintenance and/or sanitation, which could induce pest problems. Recommendations will be provided for correction of the deficiencies.



*Examples of the reports and surveys used in our IPM Management program are outlined in the Following pages.*



# A Reed Exterminating Co Inc Proposal | 2016



City of Ridgeland, MS  
Maintenance

*Structural Maintenance Requests*

IPM Training and Oversight

City of Ridgeland Staff

*Performance Feedback*  
*Pest Control Actions Taken*  
*Corrective action recommendations*



*Pest Sightings*

*Notification of Chemical Treatments*

Pest Management Professional  
Reed Exterminating Co Inc.

***This process will help in the following process of pest elimination:***

***Fewer pest sightings***

***Lower monitoring-station counts over time***

***Lower costs after the first 12-18 months, once IPM's advantage has had time to take effect***  
***Downward trend in volume or frequency of pesticide usage***

## Survey & Report

Building Name/No. \_\_\_\_\_

### LOCATION OF PEST ACTIVITY

1. GERMAN COCKROACHES
2. AMERICAN COCKROACHES
3. ORIENTAL COCKROACHES
4. SMOKY BROWN COCKROACHES
5. \_\_\_\_\_ COCKROACHES
6. PHAROAH ANTS
7. PAVEMENT ANTS
8. CARPENTER ANTS
9. ODORUS HOUSE ANTS
10. ARGENTINE ANTS
11. CRAZY ANTS
12. FIRE ANTS
13. \_\_\_\_\_ ANTS
14. SILVERFISH
15. GROUND BEETLES/CRICKETS
16. MILLIPEDES/ SNOWBUGS/ PILLBUGS
17. STORED PRODUCT BEETLES(SPECIFY)
18. STORED PRODUCT MOTHS(SPECIFY)
19. BLACK WIDOW SPIDERS
20. BROWN RECLUSE SPIDERS
21. AMERICAN HOUSE/ CELLAR SPIDERS
22. WOLD/ GROUND/ JUMPING SPIDERS
23. FRUIT FLIES
24. PHORID FLIES
25. MOTH (DRAIN) FLIES
26. FUNGUS GNATS
27. HOUSE FLIES/ BLOW FLIES
28. \_\_\_\_\_ FLIES
29. MOTHS/NIGHTIME FLYING INSECTS
30. NORWAY RAT
31. ROOFRAT
32. HOUSE MOUSE
33. \_\_\_\_\_
34. \_\_\_\_\_
35. \_\_\_\_\_

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

## 2016

### LOCATION OF CONTRIBUTING CONDITIONS

- 
- This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

# A Reed Exterminating Co Inc Proposal | 2016

## SECTION 3: NONCHEMICAL CONTROL TECHNIQUES

1. SANITATION RECOMMENDED
2. SEAL EXTERIOR CRACKS/HOLES
3. INSTALL PROPER WEATHERSTRIPPING
4. SEAL INTERIOR CRACKS/ HOLES
5. REMOVE HARBORAGES (SPECIFY)
6. SWITCH TO SODIUM VAPOR LIGHTS
7. IMPROVE VENTILATION
8. MONITORING TRAPS
9. SNAP TRAPS
10. GLUE TRAPS
11. MULTIPLE CATCH TRAPS
12. INSECT LIGHT TRAPS-GLUE TYPES
13. INSECT LIGHT TRAPS- ELECTROCUTOR
14. PHEROMONE TRAPS
15. VACUUMING

### AREA NEEDING TREATMENT

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## SECTION 4: PESTICIDE TREATMENT TECHNIQUES

1. CRACK & CREVICE DUST
2. CRACK & CREVICE- AEROSOL
3. CRACK & CREVICE- BAIT
4. COCKROACH BAIT STATION
5. ANT BAIT STATION
6. VOID TREATMENT
7. LIQUID SPOT TREATMENT
8. FLEA TREATMENT- LIQUID
9. FLEA TREATMENT- AEROSAL
10. INSECT GROWTH REGULATOR
11. TREAT & SEAL CRACK/HOLE
12. FLUSH & VACUUM
13. DIRECTED CONTACT TREATMENT
14. SPACE TREATMENT
15. FOUNDATIO TREATMENT
16. PERIMETER TREATMENT
17. TAMPER-RESIS. STATION MOUSE
18. TAPER- RESIS. STATION RAT
19. TRACKING POWDER- VOIDS ONLY

### AREA NEEDING TREATMENT

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CUSTOMER'S STATMENT OF ACCEPTANCE: The information contained within this form has been explained in detail and I understand this building's management's role in the success of the IPM program.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# A Reed Exterminating Co Inc Proposal | 2016

**Response Time:** Reed has a response requirement of eight hours. For services, a twenty four hour service time or scheduled time will be adhered. For after hour's emergencies we have two numbers available for service depending on case of emergency. Cell numbers and email addresses will be provided for emergencies. Office hours of operation are from Monday through Friday from 8:00 a.m. to 5:00 p.m. Adjustments will be made to accommodate for the best possible service.

**Performance Control:** Reed's staff members are subjected to random inspections of job performances. This also involves courtesy calls to the customer for an explanation of services rendered. Every first of each month, all technicians are required to attend a monthly meeting to review services, schedules, and safety measures. During meetings, these training sessions are scheduled at this time and new methods of control are reviewed and implemented for persistent problems.

## **Educational training for new hires includes:**

- forty hour intensive classroom training utilizing exercise books, workbooks,
- manuals, video tapes, and illustrations
- forty hour on the job field training
- mandatory that employees pass all thirteen testing stages
- Employees must pass a drug screening
- background check,
- MVR reports must be clear.
- In house training is done the first of every month during monthly meetings.
- Every six months, a MVR report is run on each driver to ensure their driving record is clear.
- After six months, technicians are sent to Lois Caffey Termite School in Louisiana for additional training.
- Various technicians attend the Alliance Institute of Pestology.
- Several trainings are also done throughout the year through the National Pest Control Association, Memphis Pest Control Association, Mississippi Pest Control Association, and the Arkansas Pest Control Association.

## **Customer references**

Reed has provided service for several different school and college facilities. The experience of our services and training prove to be well accepted and effective for our customers. We pride ourselves on having fewer call backs and being the most cost efficient. Our experience in the field over twenty seven year tenure speaks for itself. We service such facilities as;

Greenville Public Schools  
City of Vicksburg, MS  
Sunflower Board of Supervisor  
Sunflower County Headstarts  
Lincoln County Board of Supervisor  
City of Clarksdale, Housing Authority  
Our Lady of Lourdes  
City of Jackson Housing Authority  
Little Rock Housing Authority

Coahoma Community College  
West Bolivar School District  
Hollandale School District  
Washington County Board of Supervisor  
Coahoma County School  
Brookhaven School District  
City of Greenville, MS  
Canton Public School District  
Hot Springs Housing Authority



## A Reed Exterminating Co Inc Proposal | 2016

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Reed Exterminating is dedicated to providing the best possible service for the best possible price. We stand behind our services and guarantee satisfaction. We thank you for the opportunity to provide you with this quote and look forward, if awarded the contract, to continue to working with City of Ridgeland, MS

Thanking you in advance,

Reginald R. Reed Sr. /President  
Reed Exterminating Co. Inc.

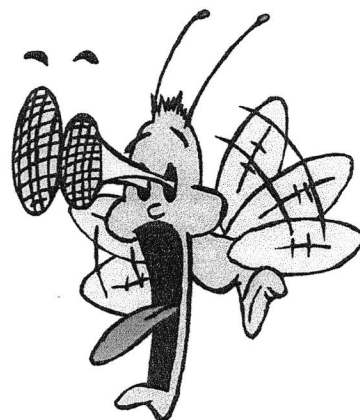
*Loyally serving our customers for over 30 years!*

**Main Office:** 839 N Broadway\*Greenville, MS 38704  
Office: 662/332/2147

**Memphis office:** 2500 Mt. Moriah Suite H241\*Memphis, TN 38115  
Office: 901/360/8881

Toll Free: 800/898/0932 Email: [mail@reedexterminating.com](mailto:mail@reedexterminating.com)

*Please visit our website@ [www.reedexterminating.com](http://www.reedexterminating.com)*



### NOTICE TO BIDDERS

Notice is hereby given that the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, will receive written, sealed bids for the purchase, by the City of Ridgeland, Mississippi, of services, commodities, equipment or supplies for public works and public buildings and contracts for public construction until the hour of 10:00 am., Tuesday, August 9, 2016, at the City Clerk's office at City Hall, 304 Highway 51, P.O. Box 217, Ridgeland, Mississippi 39158.

A list of all such services, commodities, equipment, and supplies has been prepared and is on file at the office of the Director of Public Works at the Public Works Department located in the City Hall at Ridgeland, Mississippi, and copies thereof may be obtained without charge, upon request. Bids should be submitted on the form provided, and the prices quoted should be binding for the period from OCTOBER 1, 2016 THRU SEPTEMBER 30, 2017. Contracts for purchase will be made from the lowest and/or best bids submitted, but the Mayor and Board of Aldermen reserve the right to reject any and all bids, and accept or reject any part of a bid.

When necessary to insure ready availability of services, supplies, or for public works and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

All bids properly submitted in accordance with this notice will be opened at 10:00 am, August 9, 2016 at the City Hall of Ridgeland, Mississippi.

CITY OF RIDGELAND, MISSISSIPPI

BY: /s/Paula Tierce  
Paula Tierce, City Clerk

(S E A L)

Publish: June 30, 2016 and July 7, 2016  
Furnish 2 proofs of publication/City of Ridgeland

## INSTRUCTIONS TO BIDDERS

**PREPARATION OF PROPOSAL:** Only proposals submitted on the appropriate letterhead or Bid Proposal Form will be considered. Each proposal shall be legibly written, printed in ink or typed. In the case of conflict, words shall govern over figures. Proposals shall also clearly indicate the name or names of those person(s) or firm(s) submitting such proposal and the failure to sign a proposal will disqualify same. The bid price shall include all parts, labor, materials and related incidentals required to complete the work.

**All proposals shall be submitted in DUPLICATE and shall be addressed to:**

City Purchasing Dept.  
P. O. Box 217  
Ridgeland, MS 39158  
Attn: RENEE BUCKNER

The outside of the envelope shall be clearly identified as a SEALED BID and marked "Bid for Pest Control, Public Works" along with the bidder's name and address. Bids for labor shall also include Certificate of Responsibility Number. Failure to do so will result in the bid being rejected.

**REJECTION OF PROPOSAL:** Proposals may be rejected in the case of any omission, alteration of forms, additions, or conditions not called for, unauthorized alternate bids, incomplete bids, erasures or irregularities of any kind.

**ACCEPTANCE AND/OR REJECTION OF BIDS:** Proposals will be compared on the basis of Total Base Bid or line item bid, as is appropriate. The City will also consider such factors as delivery time, parts availability, past performance of the bidder in doing business with the City, current or pending litigation between the City and the Contractor or vendor, should the bidder have held previous contracts with the City, and other relevant factors in determining which bid it deems as lowest and best.

The City reserves the right to reject any and all bids and to waive minor irregularities and technicalities which do not detract from the best interests of the City.

When necessary to insure ready availability of services, supplies, or for public projects and the timely completion of public projects, the Mayor and Board of Aldermen reserve the right to accept no more than two alternate bids. However, no purchases will be made through alternate bidders unless the lowest and best bidder, for reasons beyond his control, cannot deliver the commodities or services contained in his bid. In that event, purchase of such commodities or services may be made from one of the bidders whose bid was accepted as an alternate.

**Bid Security:** Each bid for labor must be accompanied by a certified check of the bidder or a bid bond, prepared on the form of a bid bond duly executed by the bidder as principal and having as

surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi in the amount of Five Percent (5%) of the total bid for each labor category for which a bid is offered.

Liquidated Damages for Failure to Enter into Contract (Labor Bids): The successful labor bidder, upon his failure or refusal to execute and deliver the contract and bonds required ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, the security deposited with his bid. Any contractor submitting a proposal for these services who fails to respond to the "Notice of Intent to Issue Work Order" and thus refuses to accept a "Work Order" may be disqualified from any future consideration of work for the remainder of the current bid term and the entire following term.

Qualifications of Bidder (Labor Bids): The City may make such investigations as it deems necessary to determine the ability of the labor bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the Owner may request. The City reserves the right to reject the bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the work contemplated therein. Responsive bidders must have complied in a timely manner with all bidding criteria and requirements set forth in these contract documents. Each bidder must have his principal, permanent, full time business residence within a 50 mile radius of central Ridgeland, Mississippi and be capable of responding in a timely fashion to any project awarded, including emergency repair work. Additionally, each Bidder shall have been engaged in the type of work for which a bid is offered for a period of not less than 5 years.

AWARD OF BID: The City Board will award the bid based on the Total Base Bid or line item bid, as is appropriate as soon as practicable after the tabulation of said bids and the other necessary information submitted by the bidder can be evaluated, to the bidder whose proposal is considered to be the lowest and best bid. In no case will an award be made until any and all investigations are completed concerning the qualifications and compliance with these specifications.

INTERPRETATION OF BID DOCUMENTS: Any prospective bidder who is in doubt as to the true meaning and intent of any part of these specifications may submit to the Public Works Director a written request for interpretation thereof. A formal interpretation will be given by addendum to all known prospective bidders. No oral interpretation made to any bidder shall be considered an effective modification of any of the provisions of these specifications.

BIDDERS CERTIFICATION: The bidder shall certify that the proposed bid meets these specifications in their entirety or shall list any deviations thereto. Deviations may be cause for disqualification of bids should it be in the City's best interest to do so.

GENERAL INFORMATION: Bidders shall inform themselves and comply with all pertinent City regulations and ordinances, state and federal laws, licenses and tax liability which may in any manner affect their bids and their fulfillment of the contract. Prices quoted shall not increase during the contract period, unless otherwise noted, and any price decrease shall be credited to the City. Price quoted shall include all delivery and shipping costs for receipt of materials and/or services at the

delivery point or as noted on the bid form. Bid prices to be effective from OCTOBER 1, 2016 THRU SEPTEMBER 30, 2017.

The quantities specified are not necessarily actual quantities proposed for immediate purchase, but are simply estimated quantities based upon prior annual purchases by the City. Unit Prices are requested for all items listed even though a zero (0) quantity may show that there have been no recent purchases.

Bid prices shall, unless otherwise noted, include delivery to the City of Ridgeland. Materials picked up by the City of Ridgeland at the suppliers place of business may be discounted. The percentage discounts, offered to the City for materials picked up at the suppliers place of business, should be noted in the space provided at the bottom of the bid form.



BID FORM

To: Mayor and Board of Aldermen  
City of Ridgeland  
P.O. Box 217  
Ridgeland, Mississippi 39158

From: Reed Exterminating Co., Inc  
(Name)  
839 N. Broadway St.  
(Address)  
Greenville, MS 38701  
662/332/2147  
(Phone #)

In accordance with the published Bid Notice, the undersigned does hereby agree to furnish the commodities, supplies, equipment, materials and services to the City of Ridgeland, Mississippi, for the prices as shown on the attached listing. Unless otherwise indicated, prices will be F.O.B. Ridgeland.

Prices submitted will be good and valid from October 1, 2016 thru September 30, 2017.

Acceptance by the Mayor and Board of Aldermen shall be sufficient to constitute a valid contract.

THIS, the 1<sup>st</sup> day of August, 2016

Reed Exterminating Co., Inc  
(Bidder)

By: Reginald Reed  
President  
(Title)

## PEST CONTROL FOR CITY BUILDINGS

Please quote price on complete, economical, safe and effective control of roaches, fleas, mice, ants and other kinds of pests in all City of Ridgeland buildings on a quarterly basis. Price includes all labor, materials, travel and incidentals. **The Contractor must provide a copy of the pesticide applicators license along with a Bid Bond to the City with the bid proposal.** All pest control chemicals must be approved by the U.S. EPA, and other appropriate agencies for their intended use. Bid to be effective from OCTOBER 1, 2016 THRU SEPTEMBER 30, 2017. Applications should be made in October, January, April and July of the bid period. Bid will be awarded as a Total Base Bid.

Bidder: Reed Exterminating Co., Inc

Address: 839 N. Broadway St., Greenville, MS 38701

Phone #: 662/332/2147

Email: mail@reedexterminating.com

Pesticide Application License #: 152601

| BUILDING                     | PROPOSAL<br>QUANTITY | ITEM<br>UNIT | UNIT<br>PRICE | TOTAL<br>PRICE |
|------------------------------|----------------------|--------------|---------------|----------------|
| Fire Station #1              | Quarterly            | Each         | \$ 18.00      | \$ 72.00       |
| Fire Station #2              | Quarterly            | Each         | \$ 18.00      | \$ 72.00       |
| Fire Station #3              | Quarterly            | Each         | \$ 18.00      | \$ 72.00       |
| Fire Station #4              | Quarterly            | Each         | \$ 18.00      | \$ 72.00       |
| Police Department            | Quarterly            | Each         | \$ 22.00      | \$ 88.00       |
| City Library                 | Quarterly            | Each         | \$ 25.00      | \$ 100.00      |
| City Hall                    | Quarterly            | Each         | \$ 35.00      | \$ 140.00      |
| Street Department Building   | Quarterly            | Each         | \$ 18.00      | \$ 72.00       |
| Municipal Court Building     | Quarterly            | Each         | \$ 22.00      | \$ 88.00       |
| Public Works Complex         | Quarterly            | Each         | \$ 22.00      | \$ 88.00       |
| Concession Stand (1) Wolcott | Quarterly            | Each         | \$ 18.00      | \$ 72.00       |
| Concession Stand (2) Wolcott | Quarterly            | Each         | \$ 18.00      | \$ 72.00       |
| Parks Maint. Bldg. Wolcott   | Quarterly            | Each         | \$ 15.00      | \$ 60.00       |
| Freedom Ridge Concession (1) | Quarterly            | Each         | \$ 25.00      | \$ 100.00      |
| Freedom Ridge Concession (2) | Quarterly            | Each         | \$ 25.00      | \$ 100.00      |
| Freedom Ridge Maint. Bldg    | Quarterly            | Each         | \$ 15.00      | \$ 60.00       |
| Ridgeland Recreation Center  | Quarterly            | Each         | \$ 25.00      | \$ 100.00      |
| Tennis Center Building       | Quarterly            | Each         | \$ 25.00      | \$ 100.00      |

TOTAL BASE BID \$ 1,528.00

**Termite Inspection**

Bidder: Reed Exterminating Co., Inc

Address: 839 N. Broadway St., Greenville, MS 38701

Phone #: 662/332/2147

Privilege License #: PLMRPTL1

Pesticide Application License #: 152601

Each building will be inspected semi-annually for termites. If termites are found, the City will obtain proposals for the treatment from the prospective bidders. This bid will be awarded as a Total Base Bid. Bid to be effective from OCTOBER 1, 2016 THRU SEPTEMBER 30, 2017. Inspections should be performed during October and April of the bid period.

| BUILDING                     | PROPOSAL<br>QUANTITY | ITEM<br>UNIT | UNIT<br>PRICE | TOTAL<br>PRICE |
|------------------------------|----------------------|--------------|---------------|----------------|
| Fire Station #1              | 2                    | Each         | \$ 0          | \$ 0           |
| Fire Station #2              | 2                    | Each         | \$ 0          | \$ 0           |
| Fire Station #3              | 2                    | Each         | \$ 0          | \$ 0           |
| Fire Station #4              | 2                    | Each         | \$ 0          | \$ 0           |
| Police Department            | 2                    | Each         | \$ 0          | \$ 0           |
| City Library                 | 2                    | Each         | \$ 0          | \$ 0           |
| City Hall                    | 2                    | Each         | \$ 0          | \$ 0           |
| Street Department Bldg.      | 2                    | Each         | \$ 0          | \$ 0           |
| Municipal Court Bldg.        | 2                    | Each         | \$ 0          | \$ 0           |
| Public Works Complex         | 2                    | Each         | \$ 0          | \$ 0           |
| Concession Stand (1) Wolcott | 2                    | Each         | \$ 0          | \$ 0           |
| Concession Stand (2) Wolcott | 2                    | Each         | \$ 0          | \$ 0           |
| Parks Maint. Bldg. Wolcott   | 2                    | Each         | \$ 0          | \$ 0           |
| Freedom Ridge Concession (1) | 2                    | Each         | \$ 0          | \$ 0           |
| Freedom Ridge Concession (2) | 2                    | Each         | \$ 0          | \$ 0           |
| Freedom Ridge Maint. Bldg.   | 2                    | Each         | \$ 0          | \$ 0           |
| Recreation Center            | 2                    | Each         | \$ 0          | \$ 0           |
| Tennis Center Building       | 2                    | Each         | \$ 0          | \$ 0           |

TOTAL BASE BID FOR TERMITE INSPECTION \$ 0.00

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer S. Freeman

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Reed Exterminating Co, Inc1  
**Obligee:** Arkansas State Plant Board  
**Amount:** \$ 100,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

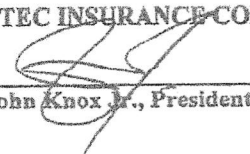
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

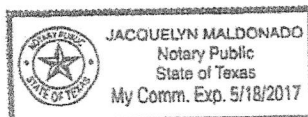
By:   
 John Knox Jr., President

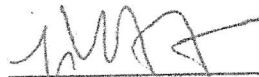
State of Texas  
 County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
 Jacquelyn Maldonado, Notary Public  
 My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of July, 2016, A.D.

  
 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Bond No. 3342924

**TERMITE AND OTHER STRUCTURAL PEST  
AND/OR  
HOUSEHOLD PEST AND RODENT CONTROL SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Reed Exterminating Co, Inc (Operator)  
of 839 N Broadway Greenville, MS 38704 (Address)  
as Principal, and SureTec Insurance Company (Bonding Company),  
of 1330 Post Oak Blvd., Suite 1100 Houston, TX 77056 (Address)  
as Surety being currently licensed to do business in Arkansas, are held and firmly bound unto the  
ARKANSAS STATE PLANT BOARD, in the full and just sum of One Hundred Thousand and 00/100  
Dollars (\$100,000.00) lawful money of the United States for payment of which sum, well and truly to be  
made, we hereby bind ourselves, our and each of our heirs, executors and administrators, successors  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the above bounded Principal has taken all necessary legal steps as required by the Arkansas  
State Plant Board of the State of Arkansas to qualify as a Pest Control Operator and doing and  
performing such other acts as may be necessary to comply with all requirements of Act 488 of 1975, as  
amended, and Regulations made under the authority of this Act.

Now Therefore, the condition of this obligation is such that if the above bounded Principal shall well and  
truly comply with the Laws of the State of Arkansas pertaining to Pest Control, then this obligation shall be  
null and void: otherwise to remain in full force and effect until June 30, 2017.

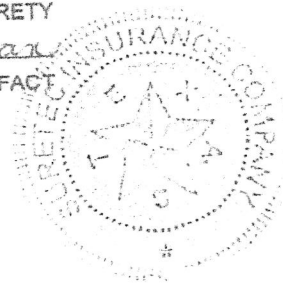
Provided, this bond may be canceled by the Surety by filing thirty (30) days written cancellation notice by  
registered mail with the Arkansas State Plant Board, P.O. Box 1069, Little Rock, Arkansas.

In Witness Whereof, the Principal has hereunto set his hand and the Surety has caused its corporate  
name to be hereunto signed, and its corporate seal attached by its duly authorized Attorney-In-Fact.

Sealed with our seals, signed, and dated the 1st day of July, 2016.

Reed Exterminating Co, Inc  
By Ronald Reed PRINCIPAL  
NAME, TITLE

SureTec Insurance Company  
By Jennifer S. Freeman SURETY  
JENNIFER S. FREEMAN ATTORNEY-IN-FACT





STATE OF MISSISSIPPI  
PROFESSIONAL SERVICES LICENSE  
DEPARTMENT OF AGRICULTURE AND COMMERCE  
BUREAU OF PLANT INDUSTRY  
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. - 32433

Company Location No. - 152601

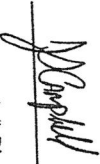
Date Issued - February 29, 2016

REGGIE REED  
839 N. BROADWAY ST  
GREENVILLE, MS 38701

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for REED EXTERMINATING COMPANY, INC. in the license categories WDIL, GRCL,



EXPIRES: October 31, 2019

  
John G. Campbell, Director



public works

**MEMORANDUM**

**TO:** The Mayor and Board of Aldermen

**FROM:** Christopher W. Bryson, P.E., City Engineer

**DATE:** October 26, 2016

**RE: BUDGET AMENDMENT**  
Highland Colony Parkway – Old Agency Parkway Traffic Signal Installation

**We respectfully request the Mayor and Board of Aldermen approve an increase FY2017 budget in the General Fund, Capital Improvements Other account (001-201-720) in the amount of \$69,147.00, and approve a budget decrease in the General Fund Balance in the amount of \$69,147.00.** The purpose of this budget amendment is to provide the necessary funding for completion of the Highland Colony Parkway-Old Agency Parkway Traffic Signal project in the FY2017 Budget.

The FY2016 budget had \$52,000 budgeted for the Engineering Consultant's Contract, and to date the total project expenses amount to \$19,869.10. Construction Engineering, Inspection and Testing services for this project were included as Task #3 in the amount of \$26,000.00 within the original scope of work provided in the Consultant's Contract. This Consultant's remaining contract amount will need to be carried over to the FY2017 budget in the General Fund, *Capital Improvements Other* account (001-201-720). The FY2017 budget has funding for construction of this project budgeted in the General Fund, *Capital Improvements Other* account (001-201-720) in the amount of \$251,000.00. However, the Engineer's Opinion of Probable Construction Cost (OPC) is \$261,883.00 for the base bid items plus two additive alternates. See attached.

This Budget Amendment increases the FY2017 *Capital Improvements Other* account by an amount that will provide the necessary funding for remaining preliminary engineering, construction, construction contingency, construction engineering, inspection, and testing associated with the installation of traffic signal equipment and street improvements at the intersection of Highland Colony Parkway and Old Agency Parkway. A breakdown of the expenses is provided below.

|                                               |                     |
|-----------------------------------------------|---------------------|
| <b>Total Project Funds Required in FY2017</b> | <b>\$320,147.00</b> |
| Remaining Preliminary Engineering Fees        | \$6,131.00          |
| Construction OPC                              | \$261,833.00        |
| Construction Engineering & Inspection Fees    | \$26,000.00         |
| Construction Contingency, 10%                 | \$26,183.00         |
| <b>Current FY2017 Project Budget</b>          | <b>\$251,000.00</b> |
| <b>Difference = Budget Amendment Amount</b>   | <b>\$69,147.00</b>  |

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.853.2027 • fax: 601.853.2019 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, - ward 1 • Chuck Gautier, mayor pro tempore - ward 2  
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6



public works

**MEMORANDUM**

**TO:** The Mayor and Board of Aldermen

**FROM:** Christopher W. Bryson, P.E., City Engineer 

**DATE:** October 27, 2016

**RE:** **REJECTION OF BID AND RE-ADVERTISEMENT**  
**HIGHLAND COLONY PARKWAY REHABILITATION**  
County Line Road to Business Park Drive  
MDOT Project No. STP-7354-00(0003) LPA 106944-701000  
City of Ridgeland, Madison County, Mississippi

We recommend the Mayor and Board of Aldermen reject the single bid received from APAC-Mississippi, Inc. in the amount of \$589,728.00 on Wednesday, October 5, 2016 at 11:00 AM for the Highland Colony Parkway Rehabilitation project due to MDOT not concurring with award of the Contract.

On October 18, 2016 the Mayor and Board of Aldermen approved our recommendation to award the Contract for the Highland Colony Parkway Rehabilitation project to the single bidder, APAC-Mississippi, Inc. in the amount of \$589,728.00, subject to MDOT Concurrence. Upon this approval we provided the bid tabulation to MDOT for review, and their response is that the Contract cannot be awarded when only one Bid is received on the project's first advertisement for public bids. MDOT recommended re-advertising the project for public bids and documenting all solicitation to qualified Bidders. MDOT stated it may be possible to award a Contract to a single Bid after the project has advertised for public bids twice and sufficient documentation is provided to show the LPA has encouraged public bids from multiple qualified bidders.

MDOT's state estimator reviewed our project's bid tabulation and provided their estimate for the project to be \$457,099.20 which is \$7,129.20, or 2%, higher than the Engineer's Opinion of Probable Cost in the amount of \$449,970.00. See attached bid tabulation. MDOT agreed that significant, unexplained differences between the estimates and the bid were found in the lump sum pay items for Maintenance of Traffic and Mobilization. These two lump sum bid items are the only pay items where the Contractor receives the entire bid amount upon completion of the project.

Based on only receiving a single bid with unusual bid prices and MDOT's non-concurrence with Contract Award, **we recommend the Mayor and Board of Aldermen reject the bid and grant the Public Works Department authority to re-advertise for the project for public bids.** Upon rejection this Bid the Mayor must sign the attached "MDOT LPA Rejection of All Bids and Re-Advertisement" document and return to Public Works for submission to MDOT with the required documentation.

Thank you for your consideration of our request.

mailing address: p.o. box 217 • ridgeland, ms 39158  
street address: 304 highway 51 • ridgeland, ms 39157  
ph: 601.853.2027 • fax: 601.853.2019 • [www.ridgelandms.org](http://www.ridgelandms.org)

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.L. Smith - at-large • Ken Heard, cmo, - ward 1 • Chuck Gautier, mayor pro tempore - ward 2  
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

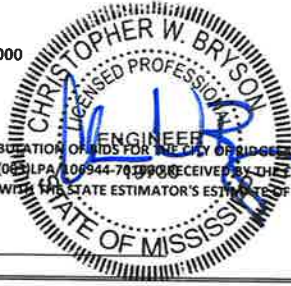


CERTIFIED BID TABULATION

HIGHLAND COLONY PARKWAY REHABILITATION  
PROJECT NO. STP-7354-00(0003) / LPA 106944-701000  
CITY OF RIDGELAND, MISSISSIPPI  
October 27, 2016

THIS IS TO CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS FOR THE CITY OF RIDGELAND HIGHLAND COLONY PARKWAY REHABILITATION PROJECT, STP-7354-00(0003) LPA 106944-701000 RECEIVED BY THE CITY OF RIDGELAND, MISSISSIPPI AT 1:000 AM CDT ON OCTOBER 5, 2016 ALONG WITH THE STATE ESTIMATOR'S ESTIMATE OF THE PROJECT PROVIDED ON OCTOBER 27, 2016.

CERTIFIED BY: CHRISTOPHER W. BRYSON, P.E.



|                                             |                                                                |      |                    | ENGINEER'S ESTIMATE |                      | APAC - MISSISSIPPI, INC.<br>101 RIVERVIEW DRIVE<br>RICHLAND, MS 39218<br>PHONE: 601-376-4018<br>COR # 95 |               | ENGINEER'S ESTIMATE vs. LOW BID COMPARISON |  | MDOT STATE ESTIMATOR'S ESTIMATE |                      | MDOT STATE ESTIMATE vs. LOW BID COMPARISON |  |
|---------------------------------------------|----------------------------------------------------------------|------|--------------------|---------------------|----------------------|----------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------|--|---------------------------------|----------------------|--------------------------------------------|--|
| ITEM NO                                     | DESCRIPTION                                                    | UNIT | ESTIMATED QUANTITY | ESTIMATED UNIT COST | ESTIMATED TOTAL COST | UNIT COST                                                                                                | TOTAL COST    | TOTAL COST                                 |  | ESTIMATED UNIT COST             | ESTIMATED TOTAL COST | TOTAL COST                                 |  |
| <b>ROADSIDE REMOVAL</b>                     |                                                                |      |                    |                     |                      |                                                                                                          |               |                                            |  |                                 |                      |                                            |  |
| 202-B005                                    | REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS                        | SY   | 200                | \$ 15.00            | \$ 3,000.00          | \$ 30.00                                                                                                 | \$ 6,000.00   | \$ 3,000.00                                |  | \$ 30.00                        | \$ 6,000.00          | \$ -                                       |  |
| 202-B093                                    | REMOVAL OF CURB & GUTTER, ALL TYPES                            | LF   | 200                | \$ 15.00            | \$ 3,000.00          | \$ 17.50                                                                                                 | \$ 3,500.00   | \$ 500.00                                  |  | \$ 10.00                        | \$ 2,000.00          | \$ (1,500.00)                              |  |
| <b>EARTHWORK</b>                            |                                                                |      |                    |                     |                      |                                                                                                          |               |                                            |  |                                 |                      |                                            |  |
| 203-G004                                    | EXCESS EXCAVATION, LVM, AH                                     | CY   | 80                 | \$ 15.00            | \$ 1,200.00          | \$ 50.00                                                                                                 | \$ 4,000.00   | \$ 2,800.00                                |  | \$ 35.00                        | \$ 2,800.00          | \$ (1,200.00)                              |  |
| <b>BITUMINOUS PAVING</b>                    |                                                                |      |                    |                     |                      |                                                                                                          |               |                                            |  |                                 |                      |                                            |  |
| 907-403-A017                                | 9.5-mm, ST, MIXTURE, ASPHALT PAVEMENT                          | TON  | 2000               | \$ 80.00            | \$ 160,000.00        | \$ 87.00                                                                                                 | \$ 174,000.00 | \$ 14,000.00                               |  | \$ 100.00                       | \$ 200,000.00        | \$ 26,000.00                               |  |
| 406-A001                                    | COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS                | SY   | 200                | \$ 20.00            | \$ 4,000.00          | \$ 38.00                                                                                                 | \$ 7,600.00   | \$ 3,600.00                                |  | \$ 45.00                        | \$ 9,000.00          | \$ 1,400.00                                |  |
| 907-407-A001                                | ASPHALT FOR TACK COAT                                          | GAL  | 500                | \$ 5.00             | \$ 2,500.00          | \$ 3.25                                                                                                  | \$ 1,625.00   | \$ (875.00)                                |  | \$ 3.87                         | \$ 1,935.00          | \$ 310.00                                  |  |
| 907-499-A002                                | ROADBED RECLAMATION WITH PORTLAND CEMENT                       | SY   | 17,000             | \$ 7.00             | \$ 119,000.00        | \$ 2.25                                                                                                  | \$ 38,250.00  | \$ (80,750.00)                             |  | \$ 5.25                         | \$ 89,250.00         | \$ 51,000.00                               |  |
| 907-499-B001                                | PORTLAND CEMENT                                                | TON  | 160                | \$ 130.00           | \$ 20,800.00         | \$ 210.00                                                                                                | \$ 33,600.00  | \$ 12,800.00                               |  | \$ 182.00                       | \$ 29,120.00         | \$ (4,480.00)                              |  |
| <b>CONCRETE</b>                             |                                                                |      |                    |                     |                      |                                                                                                          |               |                                            |  |                                 |                      |                                            |  |
| 503-C007                                    | SAW CUT, FULL DEPTH                                            | LF   | 100                | \$ 15.00            | \$ 1,500.00          | \$ 17.50                                                                                                 | \$ 1,750.00   | \$ 250.00                                  |  | \$ 15.00                        | \$ 1,500.00          | \$ (250.00)                                |  |
| 907-601-B003                                | CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES                | CY   | 3                  | \$ 1,600.00         | \$ 4,800.00          | \$ 1,850.00                                                                                              | \$ 5,550.00   | \$ 750.00                                  |  | \$ 1,575.00                     | \$ 4,725.00          | \$ (825.00)                                |  |
| 602-A001                                    | REINFORCING STEEL                                              | LB\$ | 150                | \$ 5.00             | \$ 750.00            | \$ 3.50                                                                                                  | \$ 525.00     | \$ (225.00)                                |  | \$ 2.40                         | \$ 360.00            | \$ (165.00)                                |  |
| 609-D001                                    | COMBINATION CONCRETE CURB AND GUTTER, TYPE 1                   | LF   | 200                | \$ 25.00            | \$ 5,000.00          | \$ 36.50                                                                                                 | \$ 7,300.00   | \$ 2,300.00                                |  | \$ 30.00                        | \$ 6,000.00          | \$ (1,300.00)                              |  |
| <b>TRAFFIC CONTROL</b>                      |                                                                |      |                    |                     |                      |                                                                                                          |               |                                            |  |                                 |                      |                                            |  |
| 907-618-A001                                | MAINTENANCE OF TRAFFIC                                         | LS   | 1                  | \$ 30,000.00        | \$ 30,000.00         | \$ 135,000.00                                                                                            | \$ 135,000.00 | \$ 105,000.00                              |  | \$ 40,000.00                    | \$ 40,000.00         | \$ (95,000.00)                             |  |
| 619-A3001                                   | TEMPORARY TRAFFIC STRIPE, SKIP WHITE                           | LF   | 900                | \$ 1.00             | \$ 900.00            | \$ 1.00                                                                                                  | \$ 900.00     | \$ -                                       |  | \$ 0.67                         | \$ 603.00            | \$ (297.00)                                |  |
| 619-A5001                                   | TEMPORARY TRAFFIC STRIPE, DETAIL                               | LF   | 650                | \$ 2.00             | \$ 1,300.00          | \$ 1.00                                                                                                  | \$ 650.00     | \$ (650.00)                                |  | \$ 0.52                         | \$ 338.00            | \$ (312.00)                                |  |
| 619-A6002                                   | TEMPORARY TRAFFIC STRIPE, LEGEND                               | SF   | 1400               | \$ 3.00             | \$ 4,200.00          | \$ 2.00                                                                                                  | \$ 2,800.00   | \$ (1,400.00)                              |  | \$ 0.75                         | \$ 1,050.00          | \$ (1,750.00)                              |  |
| 619-D1001                                   | STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET | SF   | 100                | \$ 10.00            | \$ 1,000.00          | \$ 8.00                                                                                                  | \$ 800.00     | \$ (200.00)                                |  | \$ 9.30                         | \$ 930.00            | \$ (130.00)                                |  |
| 619-D2001                                   | STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE   | SF   | 20                 | \$ 10.00            | \$ 200.00            | \$ 8.00                                                                                                  | \$ 160.00     | \$ (40.00)                                 |  | \$ 17.90                        | \$ 358.00            | \$ 198.00                                  |  |
| 619-G4001                                   | BARRICADES, TYPE III, SINGLE FACED                             | LF   | 40                 | \$ 15.00            | \$ 600.00            | \$ 19.00                                                                                                 | \$ 760.00     | \$ 160.00                                  |  | \$ 18.10                        | \$ 724.00            | \$ (36.00)                                 |  |
| 619-G5001                                   | FREE STANDING PLASTIC DRUMS                                    | EA   | 30                 | \$ 25.00            | \$ 750.00            | \$ 35.00                                                                                                 | \$ 1,050.00   | \$ 300.00                                  |  | \$ 50.00                        | \$ 1,500.00          | \$ 450.00                                  |  |
| 620-A001                                    | MOBILIZATION                                                   | LS   | 1                  | \$ 40,000.00        | \$ 40,000.00         | \$ 139,000.00                                                                                            | \$ 139,000.00 | \$ 99,000.00                               |  | \$ 40,000.00                    | \$ 40,000.00         | \$ (99,000.00)                             |  |
| <b>PAVEMENT MARKING &amp; TRAFFIC SIGNS</b> |                                                                |      |                    |                     |                      |                                                                                                          |               |                                            |  |                                 |                      |                                            |  |
| 907-626-A001                                | 4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE                    | LF   | 900                | \$ 3.00             | \$ 2,700.00          | \$ 1.25                                                                                                  | \$ 1,125.00   | \$ (1,575.00)                              |  | \$ 1.20                         | \$ 1,080.00          | \$ (45.00)                                 |  |
| 907-626-G002                                | 4" THERMOPLASTIC DETAIL TRAFFIC STRIPE, CONTINUOUS WHITE       | LF   | 650                | \$ 3.00             | \$ 1,950.00          | \$ 2.50                                                                                                  | \$ 1,625.00   | \$ (325.00)                                |  | \$ 1.50                         | \$ 975.00            | \$ (650.00)                                |  |
| 907-626-H005                                | THERMOPLASTIC LEGEND, WHITE                                    | SF   | 1400               | \$ 7.00             | \$ 9,800.00          | \$ 4.25                                                                                                  | \$ 5,950.00   | \$ (3,850.00)                              |  | \$ 2.00                         | \$ 2,800.00          | \$ (3,150.00)                              |  |
| 627-K001                                    | RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS           | EACH | 150                | \$ 10.00            | \$ 1,500.00          | \$ 6.00                                                                                                  | \$ 900.00     | \$ (600.00)                                |  | \$ 6.00                         | \$ 900.00            | \$ -                                       |  |
| 630-A001                                    | STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS      | SF   | 76                 | \$ 45.00            | \$ 3,420.00          | \$ 64.00                                                                                                 | \$ 4,864.00   | \$ 1,444.00                                |  | \$ 21.20                        | \$ 1,611.20          | \$ (3,252.80)                              |  |
| 630-C001                                    | STEEL U-SECTION POSTS, 2.0 LB/FT                               | LF   | 120                | \$ 5.00             | \$ 600.00            | \$ 3.70                                                                                                  | \$ 444.00     | \$ (156.00)                                |  | \$ 7.00                         | \$ 840.00            | \$ 396.00                                  |  |
| 907-649-A001                                | VIDEO DETECTION SYSTEM, 1 SENSOR, TYPE 2                       | EACH | 1                  | \$ 23,000.00        | \$ 23,000.00         | \$ 7,500.00                                                                                              | \$ 7,500.00   | \$ (15,500.00)                             |  | \$ 5,700.00                     | \$ 5,700.00          | \$ (1,800.00)                              |  |
| 907-649-E001                                | VIDEO DETECTION TRAINING                                       | LS   | 1                  | \$ 2,500.00         | \$ 2,500.00          | \$ 2,500.00                                                                                              | \$ 2,500.00   | \$ -                                       |  | \$ 5,000.00                     | \$ 5,000.00          | \$ 2,500.00                                |  |
| <b>TOTAL BASE BID</b>                       |                                                                |      |                    | \$ 449,970.00       |                      | \$ 589,728.00                                                                                            |               | \$ 139,758.00                              |  | \$ 457,099.20                   | \$ (132,628.80)      |                                            |  |

### Checklist for rejection of all bids and re-advertisement

If the LPA recommendation is to reject all bids and re-advertise, the following initialed items must be submitted to the MDOT District LPA Coordinator.

1. \_\_\_\_ This checklist (signed by the LPA Official and Engineer).
2. \_\_\_\_ A detailed evaluation of the bids and a justification for rejecting and re-advertising. The **LPA** and its **professional** must sign this document.
3. \_\_\_\_ One certified copy of the bid tabulation for all bidders, including the engineer's estimate.
4. \_\_\_\_ One copy of the Sworn Proof of Publication.
5. \_\_\_\_ A copy of the Minutes of the **LPA** meeting rejecting the bids.

\_\_\_\_\_  
LPA Official

  
\_\_\_\_\_  
LPA Engineer



- PHOTO COPY DUPLICATE -

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

HIGHLAND COLONY PARKWAY REHABILITATION  
COUNTY LINE ROAD TO BUSINESS PARK DRIVE  
MDOT PROJECT NO. STP-7354-00(003) / LPA 106944-701000

AUGUST 2016

**STREET READY**

the city of **RIDGELAND**



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4566

CODE: (SP)

DATE: 07/02/2013

SUBJECT: DUNS Requirement for Federal Funded Projects

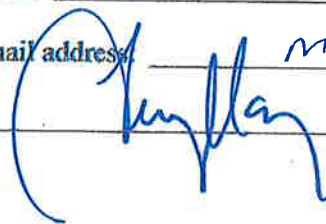
Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration ( <http://www.sam.gov> ) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ( <http://www.dnb.com> ) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: 039428339

Company Name: APAC - MISSISSIPPI, Inc.

Company e-mail address: matthew.smith@apac.com

By: 

## SECTION 905 PROPOSAL

Date 10/5/2016

CITY OF RIDGELAND  
RIDGELAND

, Mississippi

Sirs: The following proposal is made on behalf of APAC - MISSISSIPPI, INC.  
of RICHLAND, MS  
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

CITY OF RIDGELAND PUBLIC WORKS DEPARTMENT

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

## SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for five percent (5%) of the total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

|                       |                        |                    |             |
|-----------------------|------------------------|--------------------|-------------|
| ADDENDUM NO. <u>1</u> | DATED <u>9/27/2016</u> | ADDENDUM NO. _____ | DATED _____ |
| ADDENDUM NO. _____    | DATED _____            | ADDENDUM NO. _____ | DATED _____ |

### ADDENDUM NO. 1

1. The Bid Opening date is amended to the hour of **11:00 AM, local time, on WEDNESDAY, OCTOBER 5, 2016.**
2. Revise Notice to Bidders No. 7001 to increase the allowable time between Notice of Execution of Contract Letter and Notice to Proceed to **within 6 months.**
3. Revise Notice to Bidders No. 7700-ST-1, Proposed Overlay and Striping Plan, to change Video Detection System reference to a Type 2 system, delete reference to Pay Item No. 907-649-B001, and include permanent sign schedule.
4. Revise second sheet of Section 905-Proposal to include Addendum No. 1.
5. Revise Bid Sheet No. 2-2 to correct the plan quantity for Pay Item No. 630-A001, Standard Roadside Construction Signs, to change Pay Item No. 907-649-A001, Video Detection System, 1 Sensor, to a Type 2 sensor, and remove Pay Item No. 907-649-B001, Video Detection-Data Collection and Reporting Tool License.

TOTAL ADDENDA: \_\_\_\_\_  
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 10/5/2016

APAL - MISSISSIPPI, Inc.  
Contractor

BY [Signature]  
Signature

TITLE AREA MANAGER

ADDRESS 101 RIVERVIEW DRIVE  
RICHLAND, MS 39218

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of DELAWARE and the names, titles and business addresses of the executives are as follows:

DWAYNE BOYD 101 RIVERVIEW DRIVE RICHLAND, MS  
President Address 39218

WINNIE ELLIS 101 RIVERVIEW DRIVE RICHLAND, MS 39218  
Secretary Address

WINNIE ELLIS 101 RIVERVIEW DRIVE RICHLAND, MS 39218  
Treasurer Address

The following is my (our) itemized proposal.



# SECTION 905 PROPOSAL (Bid Sheet No. 2-1)

PROJECT NUMBER: MDOT PROJECT NO. STP-7354-00(003) LPA / 106944-701000

COUNTY: MADISON

PROJECT DESCRIPTION:

HIGHLAND COLONY PARKWAY REHABILITATION

CITY OF RIDGELAND, MISSISSIPPI

I (We) agree to complete the entire project within the specified contract time.

\*\*\* SPECIAL NOTICE TO BIDDERS \*\*\*

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

| BID SCHEDULE |               |      |                                                                |            |            |
|--------------|---------------|------|----------------------------------------------------------------|------------|------------|
| PAY ITEM NO. | PLAN QUANTITY | UNIT | DESCRIPTION                                                    | UNIT PRICE | ITEM TOTAL |
| 202-B005     | 200           | SY   | REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS                        | 30.00      | 6,000.00   |
| 202-B093     | 200           | LF   | REMOVAL OF CURB & GUTTER, ALL TYPES                            | 17.50      | 3,500.00   |
| 203-G004     | 80            | CY   | EXCESS EXCAVATION, LVM, AH                                     | 50.00      | 4,000.00   |
| 907-403-A017 | 2000          | TON  | 9.5-mm, ST, MIXTURE, ASPHALT PAVEMENT                          | 87.00      | 174,000.00 |
| 406-A001     | 200           | SY   | COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS                | 38.00      | 7,600.00   |
| 907-407-A001 | 500           | GAL  | ASPHALT FOR TACK COAT                                          | 3.25       | 1,625.00   |
| 907-499-A002 | 17900         | SY   | ROADBED RECLAMATION WITH PORTLAND CEMENT                       | 2.25       | 38,250.00  |
| 907-499-B001 | 160           | TON  | PORTLAND CEMENT                                                | 210.00     | 33,600.00  |
| 503-C007     | 100           | LF   | SAW CUT, FULL DEPTH                                            | 17.50      | 1,750.00   |
| 907-601-B003 | 3             | CY   | CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES                | 1,850.00   | 5,550.00   |
| 602-A001     | 150           | LBS  | REINFORCING STEEL                                              | 3.50       | 525.00     |
| 609-D001     | 200           | LF   | COMBINATION CONCRETE CURB AND GUTTER, TYPE 1                   | 36.50      | 7,300.00   |
| 907-618-A001 | 1             | LS   | MAINTENANCE OF TRAFFIC                                         | 135,000.00 | 135,000.00 |
| 619-A3001    | 900           | LF   | TEMPORARY TRAFFIC STRIPE, SKIP WHITE                           | 1.00       | 900.00     |
| 619-A5001    | 650           | LF   | TEMPORARY TRAFFIC STRIPE, DETAIL                               | 1.00       | 650.00     |
| 619-A6002    | 1400          | SF   | TEMPORARY TRAFFIC STRIPE, LEGEND                               | 2.00       | 2,800.00   |
| 619-D1001    | 100           | SF   | STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET | 8.00       | 800.00     |
| 619-D2001    | 20            | SF   | STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE   | 8.00       | 160.00     |
| 619-G4001    | 40            | LF   | BARRICADES, TYPE III, SINGLE FACED                             | 19.00      | 760.00     |
| 619-G5001    | 30            | EA   | FREE STANDING PLASTIC DRUMS                                    | 35.00      | 1,050.00   |
| 620-A001     | 1             | LS   | MOBILIZATION                                                   | 139,000.00 | 139,000.00 |
|              |               |      |                                                                | TOTAL      |            |



SECTION 905 PROPOSAL (Bid Sheet No. 2-<sup>2</sup>~~5~~)

PROJECT NUMBER: MDOT PROJECT NO. STP-7354-00(003) LPA / 106944-701000

COUNTY: MADISON

PROJECT DESCRIPTION:

HIGHLAND COLONY PARKWAY REHABILITATION

CITY OF RIDGELAND, MISSISSIPPI

I (We) agree to complete the entire project within the specified contract time.

\*\*\* SPECIAL NOTICE TO BIDDERS \*\*\*

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

| BID SCHEDULE |               |      |                                                           |            |            |
|--------------|---------------|------|-----------------------------------------------------------|------------|------------|
| PAY ITEM NO. | PLAN QUANTITY | UNIT | DESCRIPTION                                               | UNIT PRICE | ITEM TOTAL |
| 907-626-A001 | 900           | LF   | 4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE               | 1.25       | 1,125.00   |
| 907-626-G002 | 650           | LF   | THERMOPLASTIC DETAIL STRIPE, WHITE, 4" EQUIVALENT LENGTH  | 2.50       | 1,625.00   |
| 907-626-H005 | 1400          | SF   | THERMOPLASTIC LEGEND, WHITE                               | 4.25       | 5,950.00   |
| 627-K001     | 150           | EA   | RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS      | 6.00       | 900.00     |
| 630-A001     | 76            | SF   | STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS | 64.00      | 4,864.00   |
| 630-C001     | 120           | LF   | STEEL U-SECTION POSTS, 2.0 lb/ft                          | 3.70       | 444.00     |
| 907-649-A001 | 1             | EA   | VIDEO DETECTION SYSTEM, 1 SENSOR, TYPE 2                  | 7,500.00   | 7,500.00   |
| 907-649-E001 | 1             | LS   | VIDEO DETECTION TRAINING                                  | 2,500.00   | 2,500.00   |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
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|              |               |      |                                                           |            |            |
| TOTAL        |               |      |                                                           |            |            |

\$589,728.00

SECTION 905 PROPOSAL (Bid Sheet No. 2-3)

PROJECT NUMBER: MDOT PROJECT NO. STP-7354-00(003) LPA / 106944-701000

COUNTY: MADISON

PROJECT DESCRIPTION:

HIGHLAND COLONY PARKWAY REHABILITATION

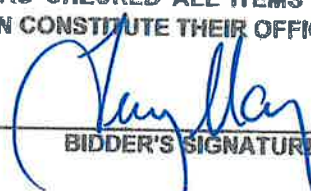
CITY OF RIDGELAND, MISSISSIPPI

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than 4 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

\*\*\* SIGNATURE STATEMENT \*\*\*

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

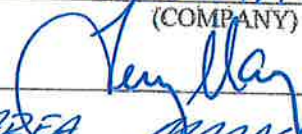
  
BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous  
Contracts or Subcontracts subject to the Equal Opportunity  
Clause and the filing of Required Reports**

The Bidder ☒, proposed Subcontractor ☐, hereby certifies that he has ☒, has not ☐, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ☒, has not ☐, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

APAC - MISSISSIPPI, Inc.  
(COMPANY)

BY

  
AREA MANAGER  
(TITLE)

DATE: 10/5/2016

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

I, TERRY MAY  
(Name of person signing affidavit)

individually, and in my capacity as AREA MANAGER of  
(Title)

APAC - MISSISSIPPI, INC. do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

APAC - MISSISSIPPI, INC.  
(Name of Firm, Partnership, or Corporation), Bidder

on Project No. SIP - 7354 - 00 (003) / LPA 106944 - 701000

in MADISON County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.



Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on

10/5/2016

Signature



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

I, TERRY MAY  
(Name of person signing affidavit)

individually, and in my capacity as AREA MANAGER of  
(Title)

APAC - MISSISSIPPI, Inc. do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

APAC - MISSISSIPPI, Inc., Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. STP - 7354 - 00(003) / CIPA 106944 - 701000

in MADISON County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

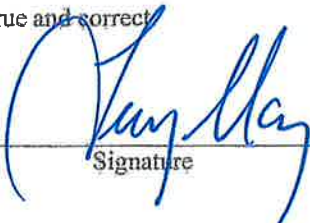
- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on

10/5/2016

  
Signature

## LPA PROJECT

### LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-7354-00(003)/LPA 1069  
County: MADISON 701000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

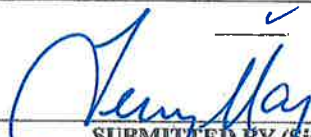
Firm Name: ROAD-PRO SAFETY, INC.  
Contact Name/Title: PEGGY MILEY - PRESIDENT  
Firm Mailing Address: PO Box 54292 JACKSON, MS 39288  
Phone Number: 601-932-8220  
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: AMERICAN FIELD SERVICE CORPORATION  
Contact Name/Title: BERT VANDEANER - ESTIMATOR  
Firm Mailing Address: 110 AMERICAN WAY MADISON, MS 39110  
Phone Number: 601-853-1000  
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: SIMMONS EROSION CONTROL INC.  
Contact Name/Title: JOHN WHITE - ESTIMATOR  
Firm Mailing Address: 6690 STEVE LEE DRIVE LAKE, MS 39092  
Phone Number: 601-775-3305  
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: KIMES & STONE CONSTRUCTION Co., INC.  
Contact Name/Title: MURRAY LOOK - VICE PRESIDENT  
Firm Mailing Address: PO Box 550 BOONEVILLE, MS 38829  
Phone Number: 662-728-3501  
☐ DBE Firm ☒ Non-DBE Firm

Firm Name: BIRDSONG CONSTRUCTION COMPANY  
Contact Name/Title: ARON BISCHBERGER - ESTIMATOR  
Firm Mailing Address: PO Box 2235 CLINTON, MS 39027  
Phone Number: 601-924-4220  
☐ DBE Firm ☒ Non-DBE Firm

  
SUBMITTED BY (signature)  
APAC-MISSISSIPPI, INC.  
FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also add those copies to the bid package.



## LPA PROJECT

### LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP - 7354-04(003) / LPA 106944 -  
County: MADISON 701000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: MENDROP ENGINEERING RESOURCES, LLC.  
Contact Name/Title: BRAD GRIFFIN - PROJECT ENGINEER  
Firm Mailing Address: PO Box 2905 RIDGELAND, MS 39158  
Phone Number: 601-899-5158

☐ DBE Firm

☒ Non-DBE Firm

Firm Name: TRAFFIC CONTROL PRODUCTS Co., INC.  
Contact Name/Title: DANNY BERRY - ESTIMATOR  
Firm Mailing Address: PO Box 820 BRANDON, MS 39043  
Phone Number: 601-939-2415

☒ DBE Firm

☐ Non-DBE Firm

Firm Name: DECTA CONSTRUCTORS  
Contact Name/Title: CHIP EVANS - ESTIMATOR  
Firm Mailing Address: PO Box 9545 JACKSON, MS 39286  
Phone Number: 601-939-8732

☐ DBE Firm

☒ Non-DBE Firm

Firm Name: LANE LINE, LLC.  
Contact Name/Title: DIALE BLALOCK - ESTIMATOR  
Firm Mailing Address: 1353 FLOWOOD DRIVE SUITE L FLOWOOD, MS 39232  
Phone Number: 601-933-1600

☐ DBE Firm

☒ Non-DBE Firm

Firm Name: LEWIS ELECTRIC  
Contact Name/Title: DANIEL STEADHAM - ESTIMATOR  
Firm Mailing Address: PO Box 320337 FLOWOOD, MS 39232  
Phone Number: 601-932-6101

☒ DBE Firm

☐ Non-DBE Firm

  
SUBMITTED BY (Signature)

APAC-MISSISSIPPI, INC.

FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also add those copies to the bid package.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we APAC - Mississippi, Inc.

as Principal, hereinafter called the Principal, and Federal Insurance Company

a corporation duly organized under the laws of the State of Indiana

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Ridgeland, Mississippi

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Highland Colony Parkway Rehabilitation - County Line Road to Business Park Drive MDOT Project No. STP-7354-00(003)/LPA 106944-701000

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of October, 2016.

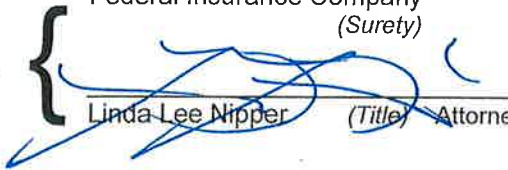
  
(Witness)

  
(Witness)

APAC - Mississippi, Inc.  
(Principal)

  
(Title) Sec/Asst. Pres.

Federal Insurance Company  
(Surety)

  
(Title) Attorney-In-Fact

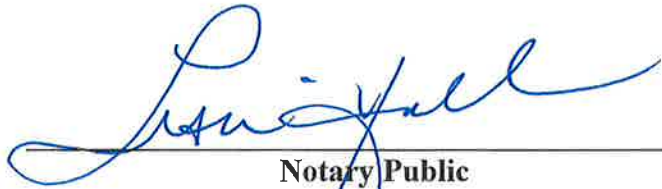




## SURETY ACKNOWLEDGMENT

STATE OF UTAH                    }  
COUNTY OF SALT LAKE        } SS

On this 5<sup>TH</sup> day of OCTOBER, 2016, before me personally came LINDA LEE NIPPER to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16<sup>th</sup>** day of **October, 2014**.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*David B. Norris, Jr.*

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

SS.

County of Somerset

On this **16<sup>th</sup>** day of **October, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2019**

*Kath J Adelaar*

Notary Public

**CERTIFICATION**

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **OCTOBER 5, 2016**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

ADD #1

the city of RIDGELAND



public works

September 27, 2016

Mrs. Dana G. Cleveland, P.E.  
District 5 LPA Engineer / Coordinator  
P.O. Box 90  
Newton, MS 39345-0090

RE: ADDENDUM NO. 1 APPROVAL  
Highland Colony Parkway Rehabilitation  
County Line Road to Business Park Drive  
MDOT Project No. STP-7354-00(0003) LPA / LPA 106944-701000  
City of Ridgeland, Madison County, Mississippi

Dear Mrs. Cleveland,

On behalf of the City of Ridgeland, with this letter we are requesting approval of the attached Addendum No. 1 for the above referenced project. The purpose of this addendum is to make the following changes to the bid documents:

1. The Bid Opening date is amended to the hour of **11:00 AM, local time, on WEDNESDAY, OCTOBER 5, 2016.**
2. Revise Notice to Bidders No. 7001 to increase the allowable time between Notice of Execution of Contract Letter and Notice to Proceed to **within 6 months.**
3. Revise Notice to Bidders No. 7700-ST-1, Proposed Overlay and Striping Plan, to change Video Detection System reference to a Type 2 system, delete reference to Pay Item No. 907-649-B001, and include permanent sign schedule.
4. Revise second sheet of Section 905 - Proposal to include Addendum No. 1.
5. Revise Bid Sheet No. 2-2 to correct the plan quantity for Pay Item No. 630-A001, Standard Roadside Construction Signs.
6. Revise Bid Sheet No. 2-2 to change Pay Item No. 907-649-A001, Video Detection System, 1 Sensor, to a Type 2 sensor.
7. Revise Bid Sheet No. 2-2 to remove Pay Item No. 907-649-B001, Video Detection-Data Collection and Reporting Tool License.

Should you have any specific questions concerning this project please contact our Public Works Department at (601) 853-2027.

Sincerely,

Gene F. McGee  
Mayor  
City of Ridgeland  
Attachments

Mississippi Department of Transportation Approval:

Signature in the space below will constitute formal approval of this Addendum No. 1.

MDOT STATE LPA ENGINEER

DATE

9/27/2016

cc: John M. McCollum, Public Works Director, City of Ridgeland  
Christopher W. Bryson, P.E., City Engineer, City of Ridgeland  
Jeff Altman, P.E., State LPA Engineer, MDOT  
Jeff Curtis, P.E., Assistant State LPA Engineer, MDOT  
Chris Nail, P.E., Assistant District 5 LPA Engineer, MDOT

mailing address: p.o. box 217 • ridgeland, ms 39156  
street address: 304 highway 51 • ridgeland, ms 39157  
ph. 601 853.2027 • fax: 601 853.2019 • www.ridgelandms.org

Gene F. McGee, mayor • John M. McCollum • director of public works

board of aldermen: D. Smith • at-large • Ken Heard • ward 1 • Chuck Gautier, mayor pro tempore • ward 2  
Wesley Hartsell • ward 3 • Brian P. Reedy • ward 4 • Scott Jones • ward 5 • Wesley Martin • ward 6

*[Handwritten signature]*  
9/30/16

PROJECT NO. STP-7354-00(0003) LPA / LPA 106944-701000  
HIGHLAND COLONY PARKWAY REHABILITATION  
COUNTY LINE ROAD TO BUSINESS PARK DRIVE  
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

The Contract Documents and Specifications shall be amended/clarified as set forth herein below:

Revisions to Contract Documents:

1. The Bid Opening date is amended to the hour of **11:00 AM, local time, on WEDNESDAY, OCTOBER 5, 2016**, to provide a minimum of 5 working day after the date of this addendum to allow prospective bidders reasonable time to consider the amendments made herein.
2. Replace the NOTICE TO BIDDERS NO. 7001 in its entirety and replace with the attached revised version. This document was revised to to increase the allowable time between Notice of Execution of Contract Letter and Notice to Proceed to within 6 months to provide additional time for coordinating roadbed reclamation work with the wet construction season.
3. Replace NOTICE TO BIDDERS NO. 7700-ST-1, PROPOSED OVERLAY AND STRIPING PLAN, in its entirety and replace with the attached revised version. This document was revised to change the Video Detection System reference to a Type 2 system, delete the reference to Pay Item No. 907-649-B001 which is no longer required, and include a permanent sign schedule.
4. Replace the second sheet of SECTION 905 – PROPOSAL in its entirety and replace with the attached revised version to include Addendum No. 1.
5. Replace SECTION 905-PROPOSAL-BID SHEET NO. 2-2 in its entirety and replace with the attached revised version to correct the plan quantity for *Pay Item No. 630-A001, Standard Roadside Construction Signs*, to change *Pay Item No. 907-649-A001, Video Detection System, 1 Sensor*, to a Type 2 sensor, and to remove *Pay Item No. 907-649-B001, Video Detection-Data Collection and Reporting Tool License*.

Acknowledge receipt of this addendum on the space provided herein, electronically upon receipt **and** on the second sheet of SECTION 905-PROPOSAL. ***Failure to acknowledge receipt of this addendum and attach it to the Contract Documents shall be grounds for rejecting the PROPOSAL.***



Christopher W. Bryson, P.E.  
City Engineer  
City of Ridgeland

SECTION 901  
ADVERTISEMENT  
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI  
Project No. STP-7354-00(003) LPA 106944-701000

NOTICE is hereby given that the City of Ridgeland, Mississippi will receive written sealed bids until the hour of **11:00 AM, local time, on WEDNESDAY, OCTOBER 5, 2016**, at the Public Works Department of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, for the furnishing of all labor and materials and for road rehabilitation of the southernmost 2,000-feet of Highland Colony Parkway designated as **"HIGHLAND COLONY PARKWAY REHABILITATION from County Line Road to Business Park Drive -- PROJECT NO. STP-7354-00(0003) LPA 106944-701000"**.

Bids are to be stated for the road rehabilitation of the southernmost 2,000-feet of Highland Colony Parkway from County Line Road to Business Park Drive including roadbed reclamation, asphalt overlay and all work with all related appurtenances necessary to complete the above project as provided for on the Bid Form.

The **total Contract Time** will be **45 WORKING DAYS** and the **liquidated damages** will be **\$250.00** per consecutive calendar day thereafter. A non-mandatory pre-bid conference will be held at **10:00 AM, on Monday September 19, 2016** at the Ridgeland City Hall Board room. All plan holders are encouraged to attend.

Copies of the Proposal and Contract Documents may be obtained from the Public Works Department of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, upon payment of **\$150.00** for each set, none of which is refundable.

The **DRAWINGS, SPECIFICATIONS AND BID SCHEDULE** may be examined at the following locations:

Mississippi Procurement Technical Assistance  
Program (MPTAP)  
Mississippi Development Authority, Minority &  
Small Business Development  
Woolfolk Building  
501 North West Street, Suite B 01  
Jackson, MS 39201  
Contact: Carlyn McGee, 601-359-3448

Public Works Department  
Ridgeland City Hall  
304 Highway 51  
Ridgeland, MS 39157  
Contact: Christopher W. Bryson, P.E., 601-853-2027

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-581, Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Ridgeland, Mississippi hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

**The award of this contract will be contingent upon the Contractor satisfying the DBE requirements, which is 4%.**

Bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached, a Cashier's check or Certified Check for five (5) percent of bid, payable to the City of Ridgeland, Mississippi, must accompany each proposal.

**The Mayor and Board of Aldermen reserve the right to accept or reject any and all bids and to waive any and all informalities.**

**BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN, ON THIS THE 6th DAY OF October 2015.**

**CITY OF RIDGELAND, MISSISSIPPI**

BY: (s) Gene F. McGee  
Gene F. McGee, MAYOR

**Publish Friday, August 26, 2016 and Friday, September 2, 2016 IN THE CLARION LEDGER.**

**Furnish proof of publication to:**

Paula Tierce, City Clerk, and Christopher W. Bryson, P.E., City Engineer, City of Ridgeland; P.O. Box 217; Ridgeland, MS 39158-0217 (601-856-7113)

**Send invoice to:**

Paula Tierce, City Clerk, City of Ridgeland; P.O. Box 217; Ridgeland, MS 39158 (601-856-7113)



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7001

CODE: (SP)

DATE: 1/7/2015

SUBJECT: Contract Time

PROJECT: STP-7354-00(003) / LPA 106944-701000

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 907-108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 6 months following the Date of the Notice of Execution of Contract Letter.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time Date **in writing** after receiving the Notice of Execution of Contract Letter and the date requested should be within the 6 month period following the Date of the Notice of Execution of Contract Letter. The Contractor's **written request** for the Notice to Proceed Date should be given a **minimum of seven (7) calendar days** in advance of the Notice to Proceed Date requested.

Should the Contractor not request a Notice to Proceed Date within the 6 months allowed, the date for the Notice to Proceed / Beginning of Contract Time will be 6 months after the Date of the Notice of Execution of Contract Letter.

45 Working Days have been allowed for the completion of work on this project.

A Preconstruction Conference as required by Subsection 907-108.03.2 should be held prior to commencement of any field work by the Contractor.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

[illegible]

## SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for five percent (5%) of the total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

|                       |                        |                    |             |
|-----------------------|------------------------|--------------------|-------------|
| ADDENDUM NO. <u>1</u> | DATED <u>9/27/2016</u> | ADDENDUM NO. _____ | DATED _____ |
| ADDENDUM NO. _____    | DATED _____            | ADDENDUM NO. _____ | DATED _____ |

### ADDENDUM NO. 1

1. The Bid Opening date is amended to the hour of **11:00 AM, local time, on WEDNESDAY, OCTOBER 5, 2016.**
2. Revise Notice to Bidders No. 7001 to increase the allowable time between Notice of Execution of Contract Letter and Notice to Proceed to within 6 months.
3. Revise Notice to Bidders No. 7700-ST-1, Proposed Overlay and Striping Plan, to change Video Detection System reference to a Type 2 system, delete reference to Pay Item No. 907-649-B001, and include permanent sign schedule.
4. Revise second sheet of Section 905-Proposal to include Addendum No. 1.
5. Revise Bid Sheet No. 2-2 to correct the plan quantity for Pay Item No. 630-A001, Standard Roadside Construction Signs, to change Pay Item No. 907-649-A001, Video Detection System, 1 Sensor, to a Type 2 sensor, and remove Pay Item No. 907-649-B001, Video Detection-Data Collection and Reporting Tool License.

TOTAL ADDENDA: \_\_\_\_\_  
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_  
Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of \_\_\_\_\_ and the names, titles and business addresses of the executives are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Address

The following is my (our) itemized proposal.

Revised 11/2008

**SECTION 905 PROPOSAL (Bid Sheet No. 2-<sup>2</sup><sub>6</sub>)**

**PROJECT NUMBER:** MDOT PROJECT NO. STP-7354-00(003) LPA / 106944-701000

**COUNTY:** MADISON

**PROJECT DESCRIPTION:**

HIGHLAND COLONY PARKWAY REHABILITATION

CITY OF RIDGELAND, MISSISSIPPI

I (We) agree to complete the entire project within the specified contract time.

**\*\*\* SPECIAL NOTICE TO BIDDERS \*\*\***

**BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED**

**BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED**

| BID SCHEDULE |               |      |                                                           |            |            |
|--------------|---------------|------|-----------------------------------------------------------|------------|------------|
| PAY ITEM NO. | PLAN QUANTITY | UNIT | DESCRIPTION                                               | UNIT PRICE | ITEM TOTAL |
| 907-626-A001 | 900           | LF   | 4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE               |            |            |
| 907-626-G002 | 650           | LF   | THERMOPLASTIC DETAIL STRIPE, WHITE, 4" EQUIVALENT LENGTH  |            |            |
| 907-626-H005 | 1400          | SF   | THERMOPLASTIC LEGEND, WHITE                               |            |            |
| 627-K001     | 150           | EA   | RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS      |            |            |
| 630-A001     | 76            | SF   | STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS |            |            |
| 630-C001     | 120           | LF   | STEEL U-SECTION POSTS, 2.0 lb/ft                          |            |            |
| 907-649-A001 | 1             | EA   | VIDEO DETECTION SYSTEM, 1 SENSOR, TYPE 2                  |            |            |
| 907-649-E001 | 1             | LS   | VIDEO DETECTION TRAINING                                  |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
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|              |               |      |                                                           |            |            |
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|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
|              |               |      |                                                           |            |            |
| TOTAL        |               |      |                                                           |            | 0.00       |

# OLD TOWN REALTY & APPRAISAL SERVICES, Inc.

---

Brent L. Johnston

October 5, 2016

Mayor Gene F. McGee  
City of Ridgeland  
304 Highway 51  
Ridgeland, MS 39157

MAYOR'S OFFICE  
RECEIVED

OCT 06 2016

CITY OF RIDGELAND

Dear Mayor McGee:

By means of this letter I am submitting my proposal for a complete appraisal report of the City of Ridgeland current City Hall.

In preparing this appraisal, I will research and gather comparable sales as a guide to valuing the building. The report will in all respects meet USPAP guidelines and requirements.

My fee for this appraisal would be \$2,500.

I very much appreciate the opportunity to present this proposal to you.

Sincerely,



Brent L. Johnston  
MS Licensed General Appraiser #135

Post Office Box 838  
Phone (601) 856-6307

Ridgeland, Mississippi 39158

Email: [brentjohnston@comcast.net](mailto:brentjohnston@comcast.net)  
Cell: (601) 668-4629



# Pyle, Mills, Dye & Pittman

ATTORNEYS AT LAW

800 AVERY BOULEVARD NORTH, SUITE 101  
RIDGELAND, MISSISSIPPI 39157

Jerry L. Mills

Telephone:  
(601) 957-2600  
Telecopier:  
(601) 957-7440

October 26, 2016

Honorable Gene F. McGee  
Mayor, City of Ridgeland  
Post Office Box 217  
Ridgeland, MS 39158

Re: General Legal Services

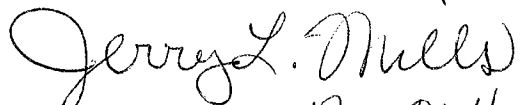
Dear Mayor McGee:

I am enclosing our statements for services rendered and expenses incurred in connection with the above-referenced matters through October 21, 2016. Should there be any questions or the need for additional information following your review of the statements, please give me a call at your earliest convenience. Otherwise, I would appreciate your placing the statements in line for payment.

**Please make checks payable to Pyle, Mills & Dye, P.A.**

Sincerely,

**PYLE, MILLS, DYE & PITTMAN**

  
Jerry L. Mills 

JLM/mmh  
Enclosures

October 26, 2016

CITY OF RIDGELAND  
STATEMENTS FOR SERVICES RENDERED  
Through October 21, 2016

No. 64-0777372

|             |                   |           |
|-------------|-------------------|-----------|
| 001-060-601 | RETAINER          | 600.00    |
| 001-060-601 | GENERAL LEGAL     | 10,578.70 |
| 001-400-688 | ANNEXATION        | 435.00    |
| 001-090-601 | PLANNING & ZONING | 778.25    |
| 001-100-601 | POLICE            | 45.00     |
| 001-201-601 | PUBLIC WORKS      | 5,441.72  |

|            |             |
|------------|-------------|
| TOTAL DUE: | \$17,878.67 |
|------------|-------------|

PYLE, MILLS & DYE, P.A.  
800 AVERY BOULEVARD NORTH  
SUITE 101  
RIDGELAND, MISSISSIPPI 39157

TAX ID# 64-0777372

Page: 1

10/26/2016

500-0000M

316

CITY OF RIDGELAND  
POST OFFICE BOX 217  
RIDGELAND MS 39158

ACCOUNT NO:

STATEMENT NO:

ATTN: MAYOR GENE MCGEE

001-060-601  
RETAINER

|            |     |                               | HOURS |        |
|------------|-----|-------------------------------|-------|--------|
| 09/27/2016 | JLM | MEETING WITH MAYOR            | 1.00  | 26.91  |
|            | JPS | MEETING WITH MAYOR            | 1.00  | 26.85  |
| 10/03/2016 | JPS | WORK SESSION                  | 1.00  | 26.91  |
|            | JLM | WORK SESSION                  | 1.00  | 26.91  |
| 10/04/2016 | JPS | MAYOR'S MEETING               | 1.00  | 26.91  |
|            | JPS | ATTEND BOARD MEETING          | 1.00  | 26.91  |
|            | JLM | MEETING WITH MAYOR            | 1.00  | 26.91  |
|            | JLM | BOARD MEETING                 | 1.00  | 26.91  |
| 10/11/2016 | JPS | MEETING WITH MAYOR            | 1.00  | 26.91  |
|            | JLM | MEETING WITH MAYOR            | 1.00  | 26.91  |
| 10/17/2016 | JPS | WORK SESSION                  | 1.50  | 40.36  |
|            | JLM | ATTEND WORK SESSION           | 1.00  | 26.91  |
| 10/18/2016 | JPS | MEETING WITH MAYOR            | 1.00  | 26.91  |
|            | JPS | ATTEND BOARD MEETING          | 3.00  | 80.72  |
|            | JLM | ATTEND BOARD MEETING          | 3.00  | 80.72  |
|            | JLM | MEETING WITH MAYOR            | 1.00  | 26.91  |
| 10/25/2016 | JLM | MEETING WITH MAYOR            | 1.00  | 26.91  |
|            | JLM | SPECIAL CALLED BOARD MEETING  | 0.80  | 21.52  |
|            |     | FOR CURRENT SERVICES RENDERED | 22.30 | 600.00 |

RECAPITULATION

| TIMEKEEPER      | HOURS | HOURLY RATE | TOTAL    |
|-----------------|-------|-------------|----------|
| JERRY L. MILLS  | 11.80 | \$26.91     | \$317.52 |
| JOHN P. SCANLON | 10.50 | 26.90       | 282.48   |

TOTAL CURRENT WORK

600.00

CITY OF RIDGELAND

Page: 2  
10/26/2016  
ACCOUNT NO: 500-0000M  
STATEMENT NO: 316

001-060-601  
RETAINER

BALANCE DUE

\$600.00

HANDLING CHARGES ACCRUE AFTER THIRTY  
(30) DAYS AT THE RATE OF 1.5 % PER MONTH  
ON ALL UNPAID BALANCES

PYLE, MILLS & DYE, P.A.  
800 AVERY BOULEVARD NORTH  
SUITE 101  
RIDGELAND, MISSISSIPPI 39157

TAX ID# 64-0777372

CITY OF RIDGELAND  
POST OFFICE BOX 217  
RIDGELAND MS 39158

Page: 1  
10/26/2016  
ACCOUNT NO: 500-1000M  
STATEMENT NO: 261

ATTN: MAYOR GENE MCGEE

001-060-601 - GENERAL LEGAL

|            |     |                                                                                                                                                                                                            | HOURS |
|------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 09/19/2016 | JPS | CITY CENTER: CORRESPONDENCE TO PT RE COMCAST; REVIEW DOCUMENTS; FILE REVIEW; RESEARCH; CORRESPONDENCE TO S. COLVIN; CONFERENCE WITH JLM; CORRESPONDENCE TO AH, MM AND MAYOR                                | 1.60  |
| 09/26/2016 | JPS | CITY CENTER: REVIEW DOCUMENT(S); FILE REVIEW RE COMCAST ISSUE; RESEARCH                                                                                                                                    | 0.40  |
|            | JPS | CROOK ED LIT: RECEIPT AND REVIEW OF CORRESPONDENCE RE MY 9/23 UPDATE                                                                                                                                       | 0.20  |
|            | JPS | GENERAL: CORRESPONDENCE WITH CM; RECEIPT AND REVIEW INFO FROM CORRESPONDENCE; REVIEW DOCUMENTS AND FILE REVIEW RE EASEMENTS AND COMCAST; PREPARATION FOR MAYOR'S MEETING; REVIEW DOCUMENTS RE AMENDMENT #1 | 0.90  |
|            | JPS | BEARD/COSTCO: RECEIPT AND REVIEW OF APPELLEES' BRIEF; CORRESPONDENCE TO CITY                                                                                                                               | 0.40  |
|            | JLM | BEARD/COSTCO: WORK ON BRIEF; FILE                                                                                                                                                                          | 6.80  |
|            | JLM | COUNTYLINE IA: RECEIPT AND REVIEW OF CORRESPONDENCE RE COUNTYLINE INTERLOCAL                                                                                                                               | 0.20  |
| 09/27/2016 | JPS | COSTCO: TELEPHONE CONFERENCE(S) WITH A. HART RE HOMEOWNER CONSTRUCTION AND PUBLIC RECORDS REQUEST FOR COSTCO STORM WATER PLAN                                                                              | 0.40  |
|            | JPS | BEARD/COSTCO: CORRESPONDENCE TO CITY; REVIEW DOCUMENTS - APPELLEE'S BRIEF                                                                                                                                  | 0.50  |
|            | JLM | PR REQUEST: RECEIPT AND REVIEW OF CORRESPONDENCE FROM A. HART RE QUASI PUBLIC RECORDS REQUEST; TELEPHONE CONFERENCE(S) WITH AH                                                                             | 0.80  |
|            | JLM | PR REQUEST: RECEIPT AND REVIEW OF OPEN RECORDS REQUEST RE COSTCO                                                                                                                                           | 0.40  |
| 09/28/2016 | JPS | WATER FOUNTAIN SUIT: TELEPHONE CONFERENCE(S) RE DEFENDANT'S SUMMARY JUDGMENT AND RE ARBITRATION; REVIEW DOCUMENTS; FILE REVIEW                                                                             | 0.30  |
|            | JPS | FRANCHISE: RECEIPT AND REVIEW OF MML MEMO RE FRANCHISES; CORRESPONDENCE                                                                                                                                    | 0.40  |
|            | JPS | BEARD/COSTCO: RECEIPT AND REVIEW OF DOCUMENTS FROM AH                                                                                                                                                      |       |



001-060-601 - GENERAL LEGAL

|            |     |                                                                                                                                                                                                                                                                | HOURS |
|------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|            |     | CORRESPONDENCE AND INFO RE P/R REQUEST AND E-MAIL FROM KATHY MORGAN; RECEIPT AND REVIEW DRINKWATER REQUEST FOR TIME; CONFERENCE WITH JLM; CORRESPONDENCE WITH BRIEF TO JP AND MG                                                                               | 0.70  |
|            | JLM | CITY CENTER: RECEIPT AND REVIEW OF CORRESPONDENCE AND DOCUMENTS RE COMCAST; CONFERENCE WITH JPS                                                                                                                                                                | 0.40  |
| 09/29/2016 | JPS | BEARD/COSTCO: RECEIPT AND REVIEW OF DRAFT ORDERS FROM WILLIAM DRINKWATER; RECEIPT AND REVIEW MOTION E-FILED; RECEIPT AND REVIEW ORDER                                                                                                                          | 0.50  |
| 09/30/2016 | JPS | COMCAST: CONFERENCE WITH JLM; REVIEW DOCUMENTS; FILE REVIEW; CORRESPONDENCE TO RC AT COMCAST; CORRESPONDENCE TO AH, MM & MAYOR                                                                                                                                 | 1.20  |
|            | JPS | CROOK ED LIT: RECEIPT AND REVIEW OF E-FILED DOCUMENTS (NOA)                                                                                                                                                                                                    | 0.20  |
|            | JLM | BAYMEADOWS: RECEIPT AND REVIEW OF SETTLEMENT DOCUMENT FROM KELLY; CONFERENCE WITH KELLY; RECEIPT AND REVIEW COMMENTS                                                                                                                                           | 1.70  |
|            | JLM | CITY CENTER: RECEIPT AND REVIEW OF CORRESPONDENCE RE COMCAST RELOCATION; CONFERENCE WITH JPS                                                                                                                                                                   | 0.40  |
| 10/03/2016 | JPS | COSTCO: TELEPHONE CONFERENCE(S) WITH WAGGONER, HUNTER ARNOLD; RECEIPT AND REVIEW INFO RE COSTCO DRAINAGE ISSUES                                                                                                                                                | 0.60  |
|            | JPS | WATER FOUNTAINS: RECEIPT AND REVIEW OF MOTION TO COMPEL; RECEIPT AND REVIEW MEMO IN SUPPORT OF MOTION; RECEIPT AND REVIEW OF ANSWER                                                                                                                            | 1.00  |
|            | JPS | GENERAL: PREPARATION FOR FOR MEETING WITH MAYOR; REVIEW DOCUMENTS; FILE REVIEW; CORRESPONDENCE WITH CARLA                                                                                                                                                      | 0.50  |
| 10/04/2016 | JPS | WATER FOUNTAIN SUIT: RECEIPT AND REVIEW OF CORRESPONDENCE FROM MG TO JUDGE RE MOTION TO COMPEL ARBITRATION; CORRESPONDENCE; RECEIPT AND REVIEW PROPOSED ORDER STAYING; RECEIPT AND REVIEW CORRESPONDENCE FROM MG; RECEIPT AND REVIEW CORRESPONDENCE FROM COURT | 0.60  |
|            | JPS | CROOK ED LIT: CORRESPONDENCE; REVIEW DOCUMENTS; FILE REVIEW                                                                                                                                                                                                    | 0.30  |
| 10/05/2016 | JLM | RENAISSANCE: CONFERENCE RE EASEMENTS AND RELATED DOCUMENTS RE RENAISSANCE III                                                                                                                                                                                  | 1.80  |
| 10/06/2016 | JPS | CITY CENTER: RECEIPT AND REVIEW OF R.C. RESPONSE LETTER; CORRESPONDENCE TO MAYOR, AH, MM & JLM; REVIEW DOCUMENTS; FILE REVIEW; RESEARCH JHG'S FILES RE COMCAST AND CLARK MONROE; CORRESPONDENCE WITH CLARK MONROE                                              | 0.70  |
|            | JPS | BEARD/COSTCO: RECEIPT AND REVIEW OF JLM BRIEF AND CORRESPONDENCE                                                                                                                                                                                               | 0.50  |
|            | JLM | RENAISSANCE: CONFERENCE RE EASEMENTS AND RELATED DOCUMENTS RE RENAISSANCE III; RECEIPT AND REVIEW SURVEY                                                                                                                                                       |       |

001-060-601 - GENERAL LEGAL

|            |     |                                                                                                                                                      | HOURS |
|------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|            | JLM | INFO ON STREET CLOSING                                                                                                                               | 2.30  |
|            | JLM | BEARD/COSTCO: RECEIPT AND REVIEW OF BRIEF OF APPELLANT                                                                                               | 2.80  |
| 10/07/2016 | JPS | WATER FOUNTAIN SUIT: RECEIPT AND REVIEW OF ORDER FROM COURT; REVIEW DOCUMENTS; FILE REVIEW                                                           | 0.20  |
|            | JLM | RENAISSANCE: RECEIPT AND REVIEW OF MEMO RE CHANGES TO AGREEMENTS                                                                                     | 0.50  |
|            | JLM | APT LIT: RECEIPT AND REVIEW OF CORRESPONDENCE FROM KELLY SIMPKINS                                                                                    | 0.20  |
|            | JLM | COSTCO/STREET CLOSING: REVIEW DOCUMENT(S)/MATTERS RE STREET CLOSING AT COSTCO SITE                                                                   | 0.60  |
| 10/10/2016 | JPS | WATER FOUNTAINS: RECEIPT AND REVIEW OF CORRESPONDENCE FROM MG RE ARBITRATION; REVIEW DOCUMENTS; FILE REVIEW; CONFERENCE WITH JLM                     | 0.20  |
|            | JPS | GENERAL: CORRESPONDENCE WITH CARLA; RECEIPT AND REVIEW MAYOR'S MEETING AGENDA; CONFERENCE WITH MMH; REVIEW DOCUMENTS; FILE REVIEW RE MDOT INTERLOCAL | 0.80  |
|            | JLM | OPEN RECORDS REQUEST: RECEIPT AND REVIEW OF REQUEST; CONFERENCE WITH INA                                                                             | 1.40  |
|            | JLM | BAYMEADOWS: RECEIPT AND REVIEW OF CORRESPONDENCE AND DRAFT SETTLEMENT AGREEMENT                                                                      | 0.60  |
|            | JLM | TIF: RECEIPT AND REVIEW OF DOCUMENTS FROM SAM KEYES RE TIF MATTERS                                                                                   | 0.80  |
|            | JLM | BAYMEADOWS: CONFERENCE WITH MAYOR AND KELLY RE SETTLEMENT                                                                                            | 1.60  |
|            | JLM | COSTCO: CONFERENCE WITH ANDREW MATTACE ET AL RE COSTCO                                                                                               | 2.30  |
| 10/11/2016 | JPS | CITY CENTER: CORRESPONDENCE AND TELEPHONE CONFERENCE(S) WITH CLARK MONROE RE COMCAST ISSUES                                                          | 0.60  |
|            | JPS | WATER FOUNTAINS: CORRESPONDENCE WITH PT AND RB; RECEIPT AND REVIEW WARRANTY; REVIEW DOCUMENTS; FILE REVIEW                                           | 0.40  |
|            | JLM | RENAISSANCE: RECEIPT AND REVIEW OF DOCUMENTS FROM SAM KEYES                                                                                          | 3.20  |
|            | JLM | RENAISSANCE TIF: CONFERENCE(S) RE DRAFT AGREEMENTS; REVIEW AND REVISE AGREEMENTS REN TIF                                                             | 3.30  |
|            | JLM | RENAISSANCE: RECEIPT AND REVIEW OF DRAFT AGREEMENTS RE RENAISSANCE III                                                                               | 0.60  |
| 10/12/2016 | JPS | GENERAL: RECEIPT AND REVIEW OF MADISON COUNTY CIRCUIT COURT JUDGMENT FROM MAYOR                                                                      | 0.20  |
|            | JPS | TRUCK ORDINANCE: CORRESPONDENCE WITH M. DAVIS RE RIDGELAND TRUCK ORDINANCE; CORRESPONDENCE TO PT; RECEIPT AND REVIEW FROM PT; FORWARD TO MD          | 0.40  |
|            | JLM | RENAISSANCE: PREPARATION FOR OCT 18 MEETING AND HEARINGS                                                                                             | 5.80  |
|            | JLM | GENERAL: RECEIPT AND REVIEW FROM MAYOR OF JUDGMENT IN MAD COUNTY V MDOT CASE                                                                         | 0.50  |
|            | JLM | TIF: RECEIPT AND REVIEW OF LIST OF RESOLUTIONS AND ORDER FROM SAM KEYES RE TIF                                                                       | 0.30  |

001-060-601 - GENERAL LEGAL

|            |     |                                                                                                                                                                            | HOURS |
|------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 10/13/2016 | JPS | CITY HALL PROPERTY: RECEIPT AND REVIEW OF CORRESPONDENCE FROM CM RE CITY HALL SURVEY AND DEEDS; CORRESPONDENCE                                                             | 0.30  |
|            | JLM | BEARD/COSTCO: RECEIPT AND REVIEW OF BRIEF OF COSTCO OPPOSITION; ZONING APPEAL RESEARCH                                                                                     | 1.80  |
| 10/14/2016 | JPS | BEARD/COSTCO: RECEIPT AND REVIEW OF E-FILED MEMO SUPPORTING APPELLANT'S BRIEF                                                                                              | 0.50  |
| 10/16/2016 | JLM | BAYMEADOWS: RECEIPT AND REVIEW OF CORRESPONDENCE FROM KELLY SIMPKINS ET AL RE AMENDMENT                                                                                    | 0.70  |
| 10/17/2016 | JPS | WATER FOUNTAINS: CORRESPONDENCE TO MG RE EXT OF TIME FOR MOTION TO COMPEL ARBITRATION; CONFERENCE WITH JLM; DRAFT OF DOCUMENTS - MOTION AND ORDER; CORRESPONDENCE TO JUDGE | 0.70  |
|            | JPS | GENERAL: REVIEW DOCUMENT(S) - AGENDA AND BACKUP; PREPARATION FOR MEETING; CONFERENCE WITH JLM                                                                              | 0.50  |
| 10/18/2016 | JPS | CITY CENTER: CONFERENCE WITH MM AND CB; REVIEW DOCUMENTS; FILE REVIEW                                                                                                      | 0.30  |
| 10/19/2016 | JPS | WATER FOUNTAIN SUIT: CONFERENCE WITH JLM; REVIEW DOCUMENTS; FILE REVIEW RE ARBITRATION DOCUMENTS; CORRESPONDENCE WITH MG AND J. STRONG                                     | 0.50  |
|            | JPS | CROOK ED LIT: TELEPHONE CONFERENCE(S) WITH D.F.; RECEIPT AND REVIEW ORDERS; CORRESPONDENCE                                                                                 | 0.30  |
|            | JLM | PR REQUEST: RECEIPT AND REVIEW OF REQUEST OF KATHY MORGAN FOR OCS; CONFERENCE WITH ALAN                                                                                    | 0.80  |
|            | JLM | WATER FOUNTAINS: RECEIPT AND REVIEW OF CORRESPONDENCE                                                                                                                      | 0.20  |
| 10/20/2016 | JPS | WATER FOUNTAINS: TELEPHONE CONFERENCE(S) J. STRONG; RECEIPT AND REVIEW MOTION TO SUBSTITUTE ATTORNEY; RECEIPT AND REVIEW ORDER                                             | 0.60  |
|            | JPS | CROOK ED LIT: TELEPHONE CONFERENCE(S) WITH DAVID FLAUTT FOR CHASE; RECEIPT AND REVIEW ORDERS; CORRESPONDENCE                                                               | 0.40  |
|            | JLM | RENAISSANCE: RECEIPT AND REVIEW OF CORRESPONDENCE AND DOCUMENTS RE CONTRIBUTION IN AID                                                                                     | 0.50  |
| 10/21/2016 | JPS | CROOK ED LIT: RECEIPT AND REVIEW OF E-FILED ORDER AND CORRESPONDENCE; CORRESPONDENCE WITH DF AND COURT                                                                     | 0.30  |
|            | JPS | CITY CENTER: CORRESPONDENCE TO R.C.; REVIEW DOCUMENTS; FILE REVIEW                                                                                                         | 0.20  |
|            | JLM | BAYMEADOWS: RECEIPT AND REVIEW OF CORRESPONDENCE FROM KELLY S.                                                                                                             | 0.70  |
|            | JLM | CITY CENTER: RECEIPT AND REVIEW OF CORRESPONDENCE                                                                                                                          | 0.20  |
|            | JLM | BAYMEADOWS: RECEIPT AND REVIEW OF E-MAIL RE CLASS A APTS; CONFERENCE WITH MOARY; CONFERENCE WITH PAULA                                                                     | 1.20  |
|            | JLM | CITY CENTER: RECEIPT AND REVIEW OF CORRESPONDENCE RE CITY CENTER EASEMENTS; CONFERENCE WITH JPS                                                                            | 0.80  |
|            | JLM | CROOK ED LIT: RECEIPT AND REVIEW OF CORRESPONDENCE                                                                                                                         |       |

001-060-601 - GENERAL LEGAL

|                 |     |                                                                                                                   | HOURS       |            |
|-----------------|-----|-------------------------------------------------------------------------------------------------------------------|-------------|------------|
|                 |     | FROM CHASE ATTORNEY RE LAKE HARBOUR/CROOK LITIGATION                                                              | 0.30        |            |
| 10/22/2016      | JLM | BAYMEADOWS: RECEIPT AND REVIEW OF CORRESPONDENCE FROM KELLY                                                       | 0.20        |            |
| 10/25/2016      | JLM | BAYMEADOWS: REVIEW DOCUMENT(S); PREPARATION FOR BOARD MEETING; RECEIPT AND REVIEW CORRESPONDENCE FROM KELLY, ALAN | 2.20        |            |
|                 | JLM | BAYMEADOWS: RECEIPT AND REVIEW OF MULTIPLE EMAILS/CORRESPONDENCE                                                  | 0.40        |            |
|                 | JLM | PSC MATTER: TELEPHONE CONFERENCE(S) ALEX WASHINGTON RE PSC MATTER                                                 | 0.40        |            |
|                 | JLM | DOG PARK: DRAFT OF DOCUMENT(S) - MEMO RE DOG PARK; RESEARCH                                                       | 0.50        |            |
|                 |     | FOR CURRENT SERVICES RENDERED                                                                                     | 69.50       | 10,425.00  |
| RECAPITULATION  |     |                                                                                                                   |             |            |
| TIMEKEEPER      |     | HOURS                                                                                                             | HOURLY RATE | TOTAL      |
| JERRY L. MILLS  |     | 50.20                                                                                                             | \$150.00    | \$7,530.00 |
| JOHN P. SCANLON |     | 19.30                                                                                                             | 150.00      | 2,895.00   |

|            |                                      |                    |
|------------|--------------------------------------|--------------------|
| 10/04/2016 | POSTAGE                              | 2.20               |
| 10/24/2016 | PHOTOCOPY EXPENSE THROUGH 10/21/2016 | 151.50             |
|            | TOTAL EXPENSES                       | 153.70             |
|            | TOTAL CURRENT WORK                   | 10,578.70          |
|            | BALANCE DUE                          | <u>\$10,578.70</u> |

HANDLING CHARGES ACCRUE AFTER THIRTY  
 (30) DAYS AT THE RATE OF 1.5 % PER MONTH  
 ON ALL UNPAID BALANCES

PYLE, MILLS & DYE, P.A.  
800 AVERY BOULEVARD NORTH  
SUITE 101  
RIDGELAND, MISSISSIPPI 39157

TAX ID# 64-0777372

CITY OF RIDGELAND  
POST OFFICE BOX 217  
RIDGELAND MS 39158

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10/26/2016  
ACCOUNT NO: 500-1100M  
STATEMENT NO: 218

ATTN: MAYOR GENE MCGEE

001-400-688 - ANNEXATION

|            |     |                                                                           | HOURS |        |
|------------|-----|---------------------------------------------------------------------------|-------|--------|
| 09/26/2016 | JLM | CROOK ED LIT: RECEIPT AND REVIEW OF CORRESPONDENCE                        | 0.20  |        |
| 10/12/2016 | JLM | RECEIPT AND REVIEW OF CORRESPONDENCE FROM KAY PACE RE TAXES ON ANNEX AREA | 1.80  |        |
| 10/17/2016 | JPS | RECEIPT AND REVIEW OF INFO FROM CM RE SW FIRE DISTRICT; CORRESPONDENCE    | 0.20  |        |
| 10/25/2016 | JLM | DRAFT OF DOCUMENT(S) - AG OPINION REQUEST RE TAX ON ANNEX AREA            | 0.70  |        |
|            |     | FOR CURRENT SERVICES RENDERED                                             | 2.90  | 435.00 |

|                 | RECAPITULATION | HOURS | HOURLY RATE | TOTAL    |
|-----------------|----------------|-------|-------------|----------|
| TIMEKEEPER      |                |       |             |          |
| JERRY L. MILLS  |                | 2.70  | \$150.00    | \$405.00 |
| JOHN P. SCANLON |                | 0.20  | 150.00      | 30.00    |

TOTAL CURRENT WORK 435.00

BALANCE DUE \$435.00

HANDLING CHARGES ACCRUE AFTER THIRTY  
(30) DAYS AT THE RATE OF 1.5 % PER MONTH  
ON ALL UNPAID BALANCES



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CITY OF RIDGELAND  
POST OFFICE BOX 217  
RIDGELAND MS 39158

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10/26/2016  
ACCOUNT NO: 500-2000M  
STATEMENT NO: 260

ATTN: MAYOR GENE MCGEE

001-090-601 - PLANNING & ZONING

|            |     |                                                                                                                                                                                                                        | HOURS |        |
|------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|
| 09/28/2016 | JPS | ZONING: CORRESPONDENCE WITH AH; DRAFT OF DOCUMENTS, ORDINANCES, RESOLUTIONS AND REPORT; REVIEW DOCUMENTS - ZONING ITEMS; CONFERENCE WITH JLM                                                                           | 0.70  |        |
|            | JLM | ZONING: DRAFT OF DOCUMENT(S) - MINUTES, ORDINANCES & RESOLUTIONS                                                                                                                                                       | 2.30  |        |
| 10/06/2016 | JPS | ZONING: CORRESPONDENCE WITH MD; RECEIPT AND REVIEW 4 ORDINANCES TO BE CONFORMED FOR PUBLICATION; RECEIPT AND REVIEW ZONING AMENDMENT                                                                                   | 0.40  |        |
| 10/11/2016 | JPS | ZONING: RECEIPT AND REVIEW OF CORRESPONDENCE WITH S. KEYES; REVIEW DOCUMENTS/FILE REVIEW; RECEIPT AND REVIEW RESOLUTION FOR ZONING BD; DRAFT OF DOCUMENTS - REVISE; CORRESPONDENCE TO AH; TELEPHONE CONFERENCE WITH AH | 0.60  |        |
| 10/12/2016 | JPS | CORRESPONDENCE; SEND ZONING REPORT, MINUTES, ORDINANCES AND RESOLUTIONS TO ZONING BOARD MEMBERS AND TO KAREN                                                                                                           | 0.30  |        |
|            | JLM | RECEIPT AND REVIEW OF CORRESPONDENCE RE VARIANCE FOR LOT 271 BRIDGEWATER; CONFERENCE WITH AH; CONFERENCE WITH MAYOR; CONFERENCE WITH JOSEPH MACDOWELL                                                                  | 0.80  |        |
|            |     | FOR CURRENT SERVICES RENDERED                                                                                                                                                                                          | 5.10  | 765.00 |

RECAPITULATION

| TIMEKEEPER      | HOURS | HOURLY RATE | TOTAL    |
|-----------------|-------|-------------|----------|
| JERRY L. MILLS  | 3.10  | \$150.00    | \$465.00 |
| JOHN P. SCANLON | 2.00  | 150.00      | 300.00   |

|            |                                      |       |
|------------|--------------------------------------|-------|
| 10/24/2016 | PHOTOCOPY EXPENSE THROUGH 10/21/2016 | 13.25 |
|            | TOTAL EXPENSES                       | 13.25 |

CITY OF RIDGELAND

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ACCOUNT NO: 500-2000M  
STATEMENT NO: 260

001-090-601 - PLANNING & ZONING

|                    |        |
|--------------------|--------|
| TOTAL CURRENT WORK | 778.25 |
|--------------------|--------|

|             |                 |
|-------------|-----------------|
| BALANCE DUE | <u>\$778.25</u> |
|-------------|-----------------|

HANDLING CHARGES ACCRUE AFTER THIRTY  
(30) DAYS AT THE RATE OF 1.5 % PER MONTH  
ON ALL UNPAID BALANCES

PYLE, MILLS & DYE, P.A.  
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SUITE 101  
RIDGELAND, MISSISSIPPI 39157

TAX ID# 64-0777372

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10/26/2016

ACCOUNT NO: 500-4000M

STATEMENT NO: 245

CITY OF RIDGELAND  
POST OFFICE BOX 217  
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

001-100-601 - POLICE

|            |                    |                                                                                                                 | HOURS              |                |
|------------|--------------------|-----------------------------------------------------------------------------------------------------------------|--------------------|----------------|
| 10/13/2016 | JPS                | RECEIPT AND REVIEW OF DOCUMENTS FROM CHIEF NEAL RE<br>HOMELAND SECURITY INFO FOR AGENDA ITEM;<br>CORRESPONDENCE | 0.30               |                |
|            |                    | FOR CURRENT SERVICES RENDERED                                                                                   | 0.30               | 45.00          |
|            |                    | RECAPITULATION                                                                                                  |                    |                |
|            | <u>TIMEKEEPER</u>  | <u>HOURS</u>                                                                                                    | <u>HOURLY RATE</u> | <u>TOTAL</u>   |
|            | JOHN P. SCANLON    | 0.30                                                                                                            | \$150.00           | \$45.00        |
|            | TOTAL CURRENT WORK |                                                                                                                 |                    | 45.00          |
|            | BALANCE DUE        |                                                                                                                 |                    | <u>\$45.00</u> |

HANDLING CHARGES ACCRUE AFTER THIRTY  
(30) DAYS AT THE RATE OF 1.5 % PER MONTH  
ON ALL UNPAID BALANCES

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CITY OF RIDGELAND  
POST OFFICE BOX 217  
RIDGELAND MS 39158

ATTN: MAYOR GENE MCGEE

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10/26/2016  
ACCOUNT NO: 500-7000M  
STATEMENT NO: 261

001-201-601 - PUBLIC WORKS

|            |     |                                                                                                                                                           | HOURS |
|------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 09/27/2016 | JPS | COLONY PARK BLVD: CORRESPONDENCE WITH IB AND AF RE WIRING INSTRUCTIONS FOR SCHOOL BOARD TRANSACTION                                                       | 0.30  |
|            | JPS | COLONY PARK BLVD: REVIEW DOCUMENT(S) - MOU AMENDMENT #1; CORRESPONDENCE WITH MM AND CM; RESEARCH                                                          | 0.50  |
|            | JPS | JACKSON STREET MULTI-USE: RECEIPT AND REVIEW OF REPLY FROM JIM MILLIS RE CONVEYANCE; REVIEW DOCUMENTS; FILE REVIEW                                        | 0.30  |
|            | JPS | LAKE HARBOUR EXT: REVIEW DOCUMENT(S); FILE REVIEW; TELEPHONE CONFERENCE(S) C.B. RE BRUSHY BAYOU RELEASE                                                   | 0.40  |
|            | JLM | JACKSON ST MULTI USE: RECEIPT AND REVIEW OF CORRESPONDENCE FROM JIM MILLIS                                                                                | 0.30  |
| 09/28/2016 | JPS | COLONY PARK BLVD: CORRESPONDENCE WITH IB AND AF RE WIRING INSTRUCTIONS; CORRESPONDENCE WITH MM RE ORIGINAL MOU FOR AMENDMENT #1                           | 0.70  |
| 09/29/2016 | JPS | TELEPHONE CONFERENCE(S) WITH MM RE PUMP STATION AT NURSING HOME; RESEARCH; REVIEW DOCUMENTS - ORDINANCES; CONFERENCE WITH JLM; CORRESPONDENCE TO PT       | 0.60  |
|            | JPS | COLONY PARK BLVD: TELEPHONE CONFERENCE(S) AND CORRESPONDENCE WITH AF RE WIRING INSTRUCTIONS; RECEIPT AND REVIEW FROM IB INSTRUCTIONS; FORWARD TO AF       | 0.40  |
|            | JPS | COLONY PARK BLVD: CORRESPONDENCE RE MOU AND AMENDMENT #1                                                                                                  | 0.20  |
| 09/30/2016 | JPS | COLONY PARK BLVD: REVIEW DOCUMENT(S); FILE REVIEW; DRAFT OF DOCUMENTS - EASEMENTS; CORRESPONDENCE TO AF                                                   | 1.00  |
| 10/04/2016 | JPS | COLONY PARK BLVD: FILE REVIEW; REVIEW DOCUMENTS - EASEMENTS AND CONVEYANCE DRAFT DOCUMENTS; DRAFT OF DOCUMENTS - REVISIONS; CORRESPONDENCE TO AF FOR MCSD | 3.00  |
|            | JPS | COLONY PARK BLVD: ROW CONFERENCE; RECEIPT AND REVIEW ROW MINUTES                                                                                          | 0.60  |
|            | JPS | LAKE HARBOUR EXT: ROW CONFERENCE; RECEIPT AND REVIEW ROW MINUTES                                                                                          | 0.60  |
|            | JPS | SCHOOL STREET: RECEIPT AND REVIEW OF DOCUMENTS FROM                                                                                                       |       |

001-201-601 - PUBLIC WORKS

|            |     |                                                                                                                                                                                                                                         | HOURS |
|------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|            |     | MM, DRAFT RESOLUTION FOR NEXT BOA MEETING RE 51/SCHOOL ST. MATCHING FUNDS; CORRESPONDENCE                                                                                                                                               | 0.20  |
| 10/05/2016 | JPS | GENERAL: TELEPHONE CONFERENCE(S) WITH MM RE PW ISSUES; REVIEW DOCUMENTS; FILE REVIEW                                                                                                                                                    | 0.20  |
|            | JPS | COLONY PARK BLVD: RECEIPT AND REVIEW OF DOCUMENTS FROM AF - REVISED EASEMENTS; CORRESPONDENCE TO/FROM AF; TELEPHONE CONFERENCE WITH CB                                                                                                  | 0.60  |
| 10/06/2016 | JPS | COLONY PARK BLVD: CORRESPONDENCE AND TELEPHONE CONFERENCE(S) WITH AF; TELEPHONE CONFERENCE WITH CB RE SCHOOL BOARD CONVEYANCE; CORRESPONDENCE AND TELEPHONE CONFERENCE(S) WITH PT; FORWARD WIRING INSTRUCTIONS; CORRESPONDENCE WITH INA | 0.80  |
|            | JPS | GENERAL: REVIEW DOCUMENT(S) - MM LIST OF VARIOUS LEGAL PROJECTS; CONFERENCE WITH MMH; TELEPHONE CONFERENCE(S) WITH CB; RECEIPT AND REVIEW OF MDOT EASEMENT                                                                              | 0.50  |
|            | JPS | JACKSON ST MULTI-USE: CONFERENCE WITH MMH; CORRESPONDENCE WITH JIM M. RE LEGAL DESCRIPTIONS; REVIEW DOCUMENTS; FILE REVIEW; BEGIN DRAFTING OF DOCUMENTS; RECEIPT AND REVIEW TITLE SEARCHS                                               | 1.30  |
| 10/07/2016 | JPS | JACKSON ST MULTI-USE: RECEIPT AND REVIEW OF LEGALS FROM J. MILLIS; CORRESPONDENCE; REVIEW DOCUMENTS; FILE REVIEW; DRAFT OF DOCUMENTS - DEEDS AND BEGIN TITLE REPORTS; RECEIPT                                                           | 0.60  |
|            | JPS | GENERAL: TELEPHONE CONFERENCE(S) WITH CB RE VARIOUS PW PROJECTS; TELEPHONE CONFERENCE(S) WITH PT                                                                                                                                        | 0.20  |
|            | JLM | JACKSON ST BIKE PATH: RECEIPT AND REVIEW OF CORRESPONDENCE FROM J. MILLIS RE LEGALS                                                                                                                                                     | 0.30  |
| 10/10/2016 | JLM | JACKSON ST MULTI USE: RECEIPT AND REVIEW OF TITLE OPINIONS                                                                                                                                                                              | 0.50  |
| 10/11/2016 | JPS | COLONY PARK BLVD: CORRESPONDENCE WITH AF RE DEEDS AND EASEMENTS WITH MCSD                                                                                                                                                               | 0.20  |
| 10/17/2016 | JPS | GENERAL: TELEPHONE CONFERENCE(S) MM RE CITY TRUCK IN ACCIDENT                                                                                                                                                                           | 0.20  |
|            | JPS | JACKSON ST MULTI-USE: REVIEW DOCUMENT(S); FILE REVIEW; CORRESPONDENCE TO MMH                                                                                                                                                            | 0.20  |
| 10/18/2016 | JPS | LAKE HARBOUR EXT: PREPARATION FOR ROW MTG; CONFERENCE - ROW MEETING; CONFERENCE WITH MM AND CB; REVIEW DOCUMENTS; FILE REVIEW;                                                                                                          | 0.80  |
|            | JPS | COLONY PARK BLVD: PREPARATION FOR ROW MTG; CONFERENCE - ROW MEETING; CONFERENCE WITH MM AND CB; REVIEW DOCUMENTS; FILE REVIEW;                                                                                                          | 0.80  |
|            | JPS | JACKSON STREET MULTI-USE: CONFERENCE WITH MMH; REVIEW DOCUMENTS; FILE REVIEW; BEGIN DRAFTING OF TITLE OPINIONS                                                                                                                          | 0.50  |



001-201-601 - PUBLIC WORKS

|            |     |                                                                                                                              | HOURS |          |
|------------|-----|------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| 10/19/2016 | JPS | CRAFT CENTER PARKING: REVIEW DOCUMENT(S) - CONTRACT;<br>CONFERENCE WITH JLM                                                  | 0.30  |          |
|            | JPS | JACKSON STREET MULTI USE: REVIEW DOCUMENT(S);<br>CONFERENCE WITH JLM; FILE REVIEW; DRAFTING OF DOCUMENTS<br>- TITLE OPINIONS | 1.50  |          |
|            | JPS | UTILITY RELOCATIONS: DRAFT OF DOCUMENT(S) - LETTERS TO<br>ENTERGY                                                            | 0.30  |          |
|            | JPS | COLONY PARK BLVD: CORRESPONDENCE WITH AF RE BOARD<br>APPROVAL OF DEED                                                        | 0.20  |          |
|            | JLM | JACKSON ST BIKE TRIAL: CONFERENCE WITH JPS AND MMH RE<br>TITLE OPINIONS                                                      | 0.40  |          |
| 10/20/2016 | JPS | JACKSON ST TRAILS: TELEPHONE CONFERENCE(S) WITH CM RE<br>CLOSING; DRAFT OF DOCUMENTS - TITLE OPINIONS                        | 2.00  |          |
| 10/21/2016 | JPS | JACKSON ST MULTI USE: WORK ON TITLE OPINIONS; RESEARCH<br>FOR CURRENT SERVICES RENDERED                                      | 5.00  |          |
|            |     |                                                                                                                              | 26.50 | 3,975.00 |

## RECAPITULATION

| TIMEKEEPER      | HOURS | HOURLY RATE | TOTAL    |
|-----------------|-------|-------------|----------|
| JERRY L. MILLS  | 1.50  | \$150.00    | \$225.00 |
| JOHN P. SCANLON | 25.00 | 150.00      | 3,750.00 |

|            |                                                                                                         |                   |
|------------|---------------------------------------------------------------------------------------------------------|-------------------|
| 10/03/2016 | TITLE SEARCH/ABSTRACT - MID-MISSISSIPPI ABSTRACT CO., LLC -<br>JACKSON STREET MULTI-USE TRAIL/8 PARCELS | 1,371.00          |
| 10/10/2016 | POSTAGE                                                                                                 | 0.47              |
| 10/12/2016 | RECORDING FEES - MADISON COUNTY CHANCERY CLERK - BRUSHY<br>BAYOU PR (SHORTAGE)                          | 4.00              |
| 10/24/2016 | PHOTOCOPY EXPENSE THROUGH 10/21/2016                                                                    | 91.25             |
|            | TOTAL EXPENSES                                                                                          | 1,466.72          |
|            | TOTAL CURRENT WORK                                                                                      | 5,441.72          |
|            | BALANCE DUE                                                                                             | <u>\$5,441.72</u> |

HANDLING CHARGES ACCRUE AFTER THIRTY  
 (30) DAYS AT THE RATE OF 1.5 % PER MONTH  
 ON ALL UNPAID BALANCES